Item 10c.

Our ref: 1116192
Direct line: +1 212 205 7006
Email: jason.radford@ashurst.com

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January 4, 2016

Flood Diversion Board of Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108
Attention: Darrell Vanyo, Chairman

ashurst

Engagement of Ashurst LLP as counsel to Flood Diversion Board of Authority in connection with the Fargo-Moorhead Area Diversion Project

Dear Sir,

This letter relates to the engagement of Ashurst LLP (**"Ashurst"** or the **"LLP"**) by the Flood Diversion Board of Authority, a political subdivision of the States of Minnesota and North Dakota (the **"Diversion Authority"** or **"you"**), to serve as the Diversion Authority's National PPP legal counsel in connection with the procurement of the Fargo-Moorhead Area Diversion Project (the **"Project"**). The purpose of this letter is to confirm the terms, conditions and scope of our engagement.

Ashurst will act as the Diversion Authority's National PPP legal counsel. Our engagement is limited to the representation of the Diversion Authority. Prior to commencing any work for the Diversion Authority, Ashurst shall first receive a Work Order (**"Work Order"**) in the form attached as Appendix 2 to this letter. Ashurst shall receive assignments for work under this engagement through Work Orders authorized by the Diversion Authority and provided by local counsel, Ohnstad Twichell, P.C. The Diversion Authority shall compensate Ashurst only for work specified within such Work Orders. If Ashurst engages in work beyond the scope of any Work Order, the Diversion Authority shall not compensate Ashurst for that work.

Ashurst has not agreed to provide representation to any applicable directors, officers, partners, shareholders, subsidiaries, other affiliates or employees. Further, your contract is a contract with the LLP. There is no contract between you and any "partner", member, employee or consultant of the LLP (the term "partner" is used to refer to a member of Ashurst LLP or to an employee or consultant with equivalent standing and qualifications, or to an individual with equivalent status). Any advice given or other work done by a member, employee or consultant of the LLP is given or done by that person on behalf of the LLP and not in his or her individual capacity and, other than as required by law, no such person assumes any personal responsibility, obligation or duty with respect to such advice or other work. In addition, the LLP is not liable for any services provided by any third party instructed on your behalf.

AUSTRALIA BELGIUM CHINA FRANCE GERMANY HONG KONG SAR INDONESIA (ASSOCIATED OFFICE) ITALY JAPAN PAPUA NEW GUINEA SAUDI ARABIA SINGAPORE SPAIN SWEDEN UNITED ARAB EMIRATES UNITED KINGDOM UNITED STATES OF AMERICA

Ashurst LLP is a limited liability partnership registered in England and Wales under number OC330252 and is part of the Ashurst Group. It is a law firm authorised and regulated by the Solicitors Regulation Authority of England and Wales under number 468653. A list of members of Ashurst LLP and their professional qualifications is open to inspection at its registered office Broadwalk House, 5 Appold Street, London EC2A 2HA. The term "partner" in relation to Ashurst LLP is used to refer to a member of Ashurst LLP or to an employee or to a consultant with equivalent standing and qualifications. The Ashurst Group has an office in each of the places listed above.

1. Our team

I (Jason Radford) will act as lead partner and I will supervise the services we provide in connection with the Project and our relationship with you. If you so choose, we may convene on a regular basis to ensure that we are delivering the service you expect.

I will be supported by my partners Charles Williams, Philip Vernon and Doug Bird in relation to the Project. We will also involve other attorneys of appropriate experience as may become necessary from time to time.

2. Scope of work

We will provide legal advice and support in relation to all aspects of the Project. Our work will be limited to items specified in the Work Orders as discussed above, but in general will include the work set forth in the section of your Request for Qualifications for Public-Private Partnership Legal Advisor Services dated October 16, 2015 entitled "Proposed Scope of Work". We will work together with the Diversion Authority, other Project stakeholders and third party advisors including CH2M HILL Engineers, Inc. (technical advisor), Ernst & Young Infrastructure Advisors, LLC (financial advisor) and Erik R. Johnson and Associates, LTD, Ohnstad Twichell, P.C. and Gray, Pannell & Woodward, LLP (local legal advisors) to provide coordinated advice in connection with the Project.

3. Our fees

Our fees will be based on the time spent by those people working on your matter and the hourly charging rates applicable to those people from time to time. The rates we charge vary according to the experience and qualifications of those people. We will offer the Diversion Authority a 10% discount on our standard current hourly rates. Our standard and discounted rates are as follows:

Status	Standard hourly rate ($)	Discounted hourly rate ($)
Partner	865-1,075	779-968
Counsel	740-790	666-711
Senior Associate	690-720	621-648
Associate	535-620	482-558
Junior Associate	440-460	396-414
Trainee attorney	285	257

Status	Standard hourly rate ($)	Discounted hourly rate ($)
Paralegal	270	243

As set out more fully in the Legal Services Agreement (**"Legal Services Agreement"**) attached as Appendix 1 to this letter, we charge separately for certain expenses. We will invoice you monthly and payment is due within 21 days of the date of the relevant invoice or at completion of the matter to which they relate, whichever is sooner. Our hourly rates will remain fixed until January 1, 2017 and will thereafter be subject to an annual adjustment in accordance with any general increase in our internal guideline hourly rates. Any increase in our hourly rates will be agreed in advance with the Diversion Authority in writing.

Our charges are exclusive of applicable taxes, if any, which would be charged at rates prevailing at the time we submit our bills.

4. Reporting

We can provide you with regular information and progress reports on this matter including the level of our outstanding unbilled fees and disbursements. Please let me know if you would like us to put any such arrangements in place. As the lead partner on this matter, I encourage you to provide feedback to me on the level and quality of service you receive from the Ashurst team.

5. Confidentiality, limitation/exclusion of liability and dispute resolution

I draw your attention to Sections 8, 15 and 29 of the Legal Services Agreement, which deal respectively with confidentiality, conflicts and the potential resolution of any disputes between us subject to any amendments set out in this letter.

6. Legal Services Agreement/future appointments

The Legal Services Agreement, except to the extent inconsistent with this letter, is incorporated by reference into this letter and shall apply to any future appointment unless we have provided you with different agreements prior to our acceptance of any such future appointment.

7. Termination of engagement

You may terminate our engagement in writing at any time. We may cease acting for you with good reason and on reasonable written notice. On termination you will pay all outstanding fees and expenses. All accrued rights and liabilities under this letter shall survive and remain in full force and effect notwithstanding termination. Ashurst reserves the right to destroy or otherwise dispose of materials relating to our representation described herein within a reasonable time after termination of our engagement. Thus, subject to ethical requirements and provisions of law applicable to client documents, Ashurst will have no obligation to retain files relating to its engagement beyond a reasonable period of time sufficient to permit you to request documents from Ashurst.

I very much appreciate the opportunity to work with the Diversion Authority on this important Project. If the terms of this engagement (including our Legal Services Agreement) are acceptable, please sign and date the acknowledgment attached to this letter and return it to me at your earliest convenience.

Yours sincerely,

.....

Jason Radford
Partner, for and on behalf of Ashurst LLP

ashurst

I acknowledge receipt of the letter of which this is a copy and the Legal Services Agreement enclosed with it, and I agree to the appointment of Ashurst LLP on the terms of that letter.

..... Date: .....

Darrell Vanyo

Duly authorized signatory
for and on behalf of
Flood Diversion Board of Authority

ashurst

APPENDIX 1

LEGAL SERVICES AGREEMENT

ashurst

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LEGAL SERVICES AGREEMENT

Engagement of Ashurst LLP as counsel to Flood Diversion Board of Authority in connection with the Fargo—Moorhead Area Diversion Project.

1. GENERAL

This Legal Services Agreement (this "Agreement") applies to the services which Ashurst LLP supplies to its clients. In this Agreement, references to "Ashurst", "we", "us" or "our" are references to Ashurst LLP and any successor or assignee, and references to "Services" are a reference to the advice we give, as National PPP legal counsel, for the Flood Diversion Board of Authority, a political subdivision of the States of Minnesota and North Dakota (the "Diversion Authority" or "you") and the other work we do for you in connection with the procurement of the Fargo-Moorhead Area Diversion Project (the "Project"). Ashurst LLP is a limited liability partnership incorporated in England and Wales with registered number OC330252 and registered office at Broadwalk House, 5 Appold Street, London, EC2A 2HA.

When you instruct us we will normally send you a letter to record the scope of our work for you and the terms on which we will act (an "Engagement Letter"). The terms of any Engagement Letter and this Agreement will together form the contract between us in relation to your instructions.

This Agreement supersedes any earlier legal services agreement we may have provided to you.

A limited liability partnership is a body corporate which has "members". However, it is more usual for senior professionals to be referred to as "partners". We have decided to retain the title of "partner" to describe members of Ashurst and some senior employees or consultants (whether employed or self-employed). There is, however, no general partnership between such members, employees or consultants or between the members, employees or consultants and Ashurst. Any reference in the course of your dealings with us to a person being a "partner" is a reference to that person in his capacity as a member, employee or consultant of Ashurst.

2. ASHURST LLP AND THE ASHURST GROUP

Ashurst LLP carries on business in a number of jurisdictions. In some jurisdictions, independent local partnerships, companies or other entities are authorized to use the name "Ashurst" or describe themselves as being affiliated with Ashurst LLP (together with Ashurst LLP the "Ashurst Group"). Some members of the Ashurst Group in addition to Ashurst LLP are also limited liability entities. Information about which Ashurst Group entity operates in any country can be found on our website www.ashurst.com. (If at any time you are uncertain of the name of the member of the Ashurst Group providing legal services, this will be available from your usual contact at Ashurst.)

If your matter requires advice or services to be obtained from a jurisdiction in which Ashurst LLP does not carry on business, you agree that we may, as your agent and on your behalf, retain whichever member of the Ashurst Group practices in that jurisdiction to provide the necessary advice or services. In the absence of any agreement to the contrary, that retainer will be on the standard terms of business of the relevant member of the Ashurst Group and on the same charging basis and/or fee rates as are agreed with Ashurst LLP.

Where we do this:

(a) you will have a contract for the provision of the relevant advice or services with the relevant member of the Ashurst Group and not with Ashurst LLP and any obligation or duty in respect of such advice or services will be owed to you by the relevant member of the Ashurst Group and not by Ashurst LLP;

(b) a separate engagement letter and/or legal services agreement may be issued to you by the relevant member of the Ashurst Group; and

(c) we will co-ordinate the provision of advice and services given to you by us and the other member of the Ashurst Group. In the absence of specific arrangements, we may send you a single bill covering our fees and fees of the relevant member of the Ashurst Group. We will account to the other member of the Ashurst Group for any of their fees we collect from you.

3. OUR ADVICE

Our advice on any matter is confidential and is provided to you solely for the purpose of the instructions set out in the Engagement Letter. Except with our prior written consent, it may not be relied upon for any other purpose or by any person other than you.

We are not responsible for advising on matters outside the scope of the Engagement Letter; nor for advising on changes in the law after we have delivered our advice; nor for any action or failure to act by you on the basis of draft advice before it has been finalized.

We are also not responsible for any losses caused by changes made to our work without our approval or for use of our work beyond the purposes for which it was provided.

Please take reasonable care at all times to protect your own interests, including satisfying yourself as to the commercial wisdom of any transaction or litigation which is the subject of your instructions to us. We provide legal services but not financial advice.

4. RELATIONSHIP PARTNER

The Engagement Letter will identify a "relationship partner" who will supervise the services we provide to you and our relationship with you. The relationship partner will offer to meet with you on a regular basis to ensure that we are delivering the service you expect and to discuss any potential for improvement. Ashurst LLP shall be responsible for provision of all office space necessary to complete work under the Engagement Letter.

5. OUR CHARGES

Hourly rates: Unless we agree otherwise our charges will be based on the time spent on your matter, applying guideline hourly rates as applicable from time to time.

Expenses: We shall charge you separately for such items as messenger and delivery or other courier service, computerized research charges, EDGAR filing services support, reasonable out of town travel expenses, fees for external lawyers, and similar third-party charges. If any such charge is known or expected to be in excess of $1000, we will require your written approval before incurring such charge.

Estimates: We will, upon request, give you an estimate in the Engagement Letter of the likely level of our fees and expenses. Any estimate will be based on a number of assumptions and will therefore be a guide and not a quotation.

Reimbursable Travel Expenses: The Diversion Authority will be responsible for reimbursing Ashurst LLP for itemized travel expenses Ashurst LLP reasonably incurs while performing services under this Agreement.

A. **Allowed Expenses:** Specifically, the Diversion Authority will reimburse Ashurst LLP for:

(1) Reasonable and necessary transportation (including airfare) at Ashurst's actual cost. All air transportation is limited to coach fares. Private vehicle ground transportation is limited to the current IRS rate.

(2) Reasonable costs of meals associated with overnight travel, at Ashurst's actual cost.

(3) Reasonable lodging expenses incurred while traveling, at Ashurst LLP's actual cost.

6. BILLING

Billing: Unless we agree otherwise, we will invoice you on a monthly basis, both via electronic mail and via hard copy to the addresses listed in this Section 6. If you are arranging for any other person to pay our fees and expenses on a matter, you will remain liable for any amounts unpaid.

Ashurst must submit an original invoice to:

Flood Diversion Board of Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108
Electronic mail: APInvoicesFMDiv@ch2m.com

With a copy of the invoice to:

John T. Shockley
Ohnstad Twichell, P.C.
901- 13th Avenue East
P.O. Box 458
West Fargo, ND 58078
Electronic mail: JShockley@OhnstadLaw.com

Ashurst's invoices must be detailed and precise. Ashurst's invoices must clearly indicate fees and expenses incurred for the current billing period and include at least the following information:

(1) Ashurst's name and address;
(2) Ashurst's federal employer identification number;
(3) Name of the matter and number of the file;
(4) Unique invoice number;
(5) Billing period;
(6) Description of each activity performed for each day in which services were performed;
(7) Work Order number associated with each activity;
(8) Name, labor classification (e.g., partner, associate, paralegal), billing rate, and hours worked by each person involved in each activity;
(9) Breakdown of allowed expenses, identified by billing period;
(10) Total amount of fees and costs "billed to date," including the preceding month; and

After the Diversion Authority receives Ashurst's invoice, the Diversion Authority will either process the invoice for payment or give Ashurst specific reasons, in writing, why part or all of the Diversion Authority's payment is being withheld and what actions Ashurst must take to receive the withheld amount. Payment does not imply acceptance of services, that expenses are allowable, or that the invoice is accurate. Ashurst must immediately refund any payment in error, or the Diversion Authority may offset the amount paid in error from any payment that is due or that may become due to Ashurst under this Agreement or any other agreement between the parties.

Time for payment: Fees and expenses are payable within 21 days after the date of the invoice or at completion of the matter to which they relate, whichever is sooner. If you do not pay within 30 days of the date of the invoice, we reserve the right to charge interest on the amount outstanding from the due date until payment at two percentage points above the three month LIBOR rate from time to time or at such other maximum rate as is permitted by law or any professional, regulatory or other rules and regulations applicable to our work (including applicable rules of professional conduct) for you in any relevant jurisdiction ("Applicable Law and Regulations").)

7. CLIENT MONEY

If we are holding monies for you (whether on account of our fees or otherwise), these will be placed in a client account which will be operated in accordance with Applicable Law and Regulations. You agree that, subject to Applicable Law and Regulations, we will be permitted to use any such balances to pay outstanding invoices we have delivered to you. To the extent that our Services are completed for less in fees and expenses than the amount so advanced, we will refund the balance to you.

8. CONFIDENTIALITY

We will keep confidential all information we receive regarding your business and affairs in accordance with Applicable Law and Regulations. Unless you instruct us otherwise at the time, you agree that the Ashurst Group may refer publicly to our involvement on your behalf, in accordance with Applicable Law and Regulations.

Ordinarily our advice is subject to legal professional privilege protecting it from production in civil or criminal proceedings. To maintain such privilege, it is important that our advice is kept confidential and is not disclosed to third parties. If you are in any doubt about this, please ask us for advice.

While each member of the Ashurst Group will continue to preserve clients' confidentiality and legal professional privilege, Ashurst Group members may exchange information with each other for Ashurst Group purposes including but not limited to the provision of the Services. We may also exchange information about existing or past matters that we have handled, but only (a) to assist with identification of and access to relevant expertise across the Ashurst Group and/or (b) to the extent necessary to check that no conflict of interest exists with any such matter handled by any member of the Ashurst Group. We may also disclose information on a confidential basis to third party services providers including legal process outsourcers.

We are generally obliged to disclose to you everything we know that is relevant to your matter. You agree that this duty does not extend to:

(a) confidential information belonging to another client or a third party even if it would be relevant to our work for you; or

(b) information that the team working on your matter is not aware of.

9. PROVISION OF INFORMATION

You agree to provide us with all information that is reasonably required for us to advise you and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or documents which have previously been given to us or matters on which we have previously advised will be known to those instructed on a new matter.

You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.

10. DATA PROTECTION

Where you ask us to carry out work involving personal data that you control we, as a data processor, shall keep that data appropriately secure and use it only as required for the work that we are instructed to do. We may be required by Applicable Law and Regulations to declare to the appropriate regulatory authority the existence of files containing personal data.

11. ELECTRONIC COMMUNICATIONS

Unless agreed with you, we will not encrypt electronic communications. You acknowledge that the electronic transmission of information by email or otherwise (in particular when unencrypted) may be delayed, intercepted, corrupted or otherwise fail to be delivered. We reserve the right to monitor all email communications through our network.

12. DOCUMENT STORAGE AND DESTRUCTION

Except for documents in respect of which we have specific instructions from you and subject to any Applicable Law and Regulations (including applicable tax law), we will store signed agreements and closing documents relating to a completed matter for a minimum of 10 years. Thereafter, we may destroy them without further notice to you. Subject to the foregoing, we reserve the right to destroy or otherwise dispose of other materials ("Other Materials") in your file within a reasonable time after termination of an engagement. Thus, subject to Applicable Laws and Regulations, we will have no obligation to retain Other Materials relating to our engagement beyond a reasonable period of time sufficient to permit you to request documents from us.

13. MONEY LAUNDERING

Please be aware that in certain non-United States jurisdictions, we are required to comply with all Applicable Law and Regulations relating to money laundering, including being satisfied as to the identity of any client.

14. THIRD-PARTY LIABILITY

Third party advice: We shall not have any liability for any services, information or advice given by any other member of the Ashurst Group or any other third party including, without limitation, legal and other professional advisers, government agencies and registers.

Liability to third parties: We shall have no liability to any third party for any Services that we provide to you unless we have agreed in writing that the third party can rely on such Services in accordance with the terms of such agreement.

15. CONFLICTS

In accordance with Applicable Laws and Regulations, we have procedures in place to identify and avoid potential conflicts of interest between clients of the Ashurst Group and/or the Ashurst Group. In some circumstances, we may be precluded from accepting instructions on conflict grounds. However, where we are not prevented from doing so by duties of confidentiality, our normal practice is to discuss conflict issues with you.

Subject to any Applicable Law and Regulations, you consent to our accepting instructions from other clients whose interests may conflict with your interests, provided that, at the time we accept those other instructions, we are not acting for you in a matter that is related to those other instructions, and we take reasonable and appropriate steps to ensure the confidentiality of any confidential information in our possession that belongs to you. This advance waiver applies, however, only if we have not received confidential information from you that is directly relevant to such matter.

We may have more than one client actually or potentially interested in the same subject matter of a transaction or competing for the same asset (e.g. the acquisition of a company being sold by auction or a tender for a contract). In such cases you agree that we are free to act for more than one client to the extent not precluded by, and in accordance with, Applicable Law and Regulations.

16. REPRESENTATIONS AND WARRANTIES

Ashurst represents and warrants that the following statements are true:

A. Ashurst has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any member of the Diversion Authority with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

B. Ashurst has no interest that would constitute a conflict of interest. Ashurst will seek a waiver from the Diversion Authority prior to representing a party with interests potentially or actually adverse to the Diversion Authority's interests.

C. This Agreement does not constitute a conflict of interest or default under any of Ashurst's other agreements.

D. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Ashurst's ability to perform under this Agreement.

E. Ashurst is in compliance with all laws, rules, and regulations applicable to its business, including rules of professional conduct.

17. PROFESSIONAL AND GENERAL LIABILITY INSURANCE

Ashurst shall have the responsibility to provide and pay for professional liability insurance covering Ashurst and its employees under a policy of insurance having minimum coverage limits of three million dollars ($3,000,000.00). The Diversion Authority shall have no specific responsibility to provide any general liability coverage or worker's compensation coverage for the benefit of Ashurst's employees during the terms of this Agreement.

A. If any required policy is written on a "claims made" form, Ashurst must maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three (3) years beyond the termination or expiration of this Agreement and the Diversion Authority's acceptance of all services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that services commence under this Agreement.

B. Within thirty (30) days of the commencement of Ashurst's performance of services for the Diversion Authority, Ashurst must have its insurance broker or agent send the Diversion Authority certificates of currency attesting to the existence of coverage. Ashurst will notify the Diversion Authority within thirty (30) days if the policies are cancelled, allowed to lapse, terminated or amended to reduce coverage without renewal or replacement.

C. For insurance to satisfy the requirements of this section, all required insurance must be issued by a carrier with an A.M. Best rating of A-/VII or better.

D. If required insurance lapses during the term of this Agreement, the Diversion Authority is not required to process invoices after such lapse until Ashurst provides evidence of reinstatement that is effective as of the lapse date.

E. If Ashurst does not renew or replace its policies of insurance with policies that meet the requirements of this Agreement within sixty (60) days of providing notice to the Diversion Authority in accordance with Section 17(B) above, then the Diversion Authority shall have the right to terminate this Agreement.

18. INDEMNITY

Ashurst must hold harmless and indemnify the Diversion Authority from all claims, losses, and expenses (other than indirect or consequential loss, or loss of profit, revenue or opportunity), including attorney's fees and costs, to the extent directly caused by: (A) Ashurst's wrongful or negligent acts or omissions related to the performance of this Agreement; or (B) Ashurst's breach under this Agreement, except to the extent a claim or loss is due to the active negligence or wilful misconduct of an indemnified party or any act of a third party for whom Ashurst is not responsible.

19. NOTICE

Any notice to Ashurst pursuant to this Agreement shall be given by delivering it to its principal office at Times Square Tower, 7 Times Square, New York, NY 10036, and to the Diversion Authority addressed to the Chairman, The Flood Diversion Board of Authority, Box 2806, 211 Ninth Street South, Fargo, ND 58108. Any such notice shall be given either through electronic mail or by depositing it in the U.S. Mail, postage prepaid, addressed as set forth above.

20. PROHIBITION OF ASSIGNMENT

Except as otherwise expressly provided in this Agreement, Ashurst agrees on behalf of itself, its officers and partners and the personal representatives of the same, and any other person or persons claiming any benefits under Ashurst by virtue of this Agreement, that this Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way by Ashurst or by any other person claiming under it by virtue of this Agreement, and shall not be subject to execution, attachment or similar process. Any attempt at assignment, transfer, or of pledge or hypothecation or other disposition of this Agreement or of such rights, interests, and benefits contrary to the foregoing provisions or the levy of any attachment or similar process shall be null and void and without affect.

21. OWNERSHIP

As between the parties, the Diversion Authority is the exclusive owner of all material Ashurst produces in connection with the services under this Agreement, including copyrights. The Diversion Authority grants to Ashurst a perpetual, non-exclusive, royalty-free licence (with a right to sub-license to other members of the Ashurst Group) to exercise the rights in the material for Ashurst Group purposes. Within thirty (30) days of the end date of the Agreement, or upon the Diversion Authority's notice at any time, Ashurst must give all materials collected or produced to the Diversion Authority (or to another party at the Diversion Authority's direction). Unless the Diversion Authority specifies otherwise, all files must be saved in Microsoft Word and Excel formats, as applicable. Ashurst may retain a copy of such records as are required to comply with professional obligations or for insurance purposes, or that are stored in electronic backups where it is not reasonably practicable to delete those records. Ashurst must maintain Ashurst's records relating to services under this Agreement and the Law Firm's invoices, and all other materials, in an accessible location and condition for a period of not less than four (4) years after the later of:

A. The date when Ashurst receives final payment under this Agreement; or
B. The date when the Diversion Authority resolves with Ashurst the findings of any final audit.

Ashurst may retain copies of any original documents that Ashurst provides to the Diversion Authority.

22. MODIFICATION

This Agreement contains the entire understanding of the parties. It may not be changed orally, but only upon an agreement in writing approved by the Diversion Authority and signed by the Chairman of the Diversion Authority. It may be modified as to terms and conditions from time to time upon the mutual consent of the parties; however, such modification shall be reduced to writing, signed by the parties and the document appended to and made a part of this Agreement.

23. WAIVER

A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

24. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Diversion Authority, its successors and assigns, and any such successor shall be deemed substituted for the Diversion Authority under the terms of this Agreement. This Agreement shall likewise be binding upon Ashurst, its successors and assigns. As used in this Agreement, the term "successor" shall include any person, firm, corporation or other business entity which at any time whether by merger, purchase or otherwise acquires all or substantially all of the assets or business of the corporation.

25. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties.

26. FORCE MAJEURE AND DISRUPTION TO SERVICES

Except for obligations to pay any amount due, neither we nor you shall be liable in any way for failure to perform our respective obligations under this Agreement or the Engagement Letter if the failure is due to causes outside the reasonable control of the party which has failed to perform.

In providing services to you we rely on the availability of a wide range of resources including utilities and electronic and communication systems. You acknowledge that we cannot guarantee the availability or proper functioning of these resources and that (except to the extent required by law) we have no liability to you for any delay, disruption or failure to provide services, due to the unavailability or malfunctioning of these resources for any reason.

27. TERMINATION

You may terminate our engagement on any matter in writing at any time. Subject to Applicable Law and Regulations, we may cease acting for you with good reason and on reasonable written notice after providing you with a reasonable opportunity to arrange for alternative counsel. Reasons for our withdrawal might include, without limitation, your breach of any of the terms of the Engagement Letter or this Agreement. In addition, if you object to an adverse representation involving a matter in which we request a specific conflict waiver, you agree that we may elect to resign from your representation and transfer your representation to other counsel of your choice, and thereby resolve your objection. In those circumstances, you agree that you will continue to be bound by your advance consent and waiver of conflicts of interest without further objection or action to disqualify us. In the event of termination, expiration, or removal/withdrawal, Ashurst must withdraw as counsel from the Diversion Authority (and any person represented on the Diversion Authority's behalf) as soon as it is reasonably possible to do so without (1) prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf) or (2) violation of Ashurst's statutory or ethical duties. Ashurst must notify the Diversion Authority of any further services, prior to withdrawal or substitution, which Ashurst believes are necessary

to avoid prejudice to the Diversion Authority's interests (or the interest of any person represented on the Diversion Authority's behalf), and obtain the Diversion Authority's consent prior to performing such services.

On termination you will pay all outstanding fees and expenses. All accrued rights and liabilities under this Agreement and the Engagement Letter shall survive and remain in full force and effect notwithstanding termination. Subject to Applicable Law and Regulations, we reserve the right to charge you, and you agree to pay, for all reasonable and necessary time charges and expenses incurred in assisting you in making a transition to new counsel, including without limitation duplication of file materials and transfer of those materials to you or at your direction.

28. SEVERABILITY

If any provision in this Agreement is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be severed and shall be ineffective, and the validity of the remaining provisions shall not be affected in any way.

29. DISPUTE RESOLUTION AND GOVERNING LAW

Unless we agree otherwise with you in the Engagement Letter or to the extent that this is not permitted by any Applicable Law and Regulations: this Agreement, any Engagement Letter, the provision by us of Services to you and any dispute between us arising out of or in connection with any of them ("Dispute") shall be governed by New York law to the extent permitted thereby.

Where a material portion of the services will be rendered in the State of New York, should a dispute arise concerning our fees or expenses that cannot be amicably resolved, you may be entitled to arbitration pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York.

Nothing in this Agreement shall prevent us from applying to a court of competent jurisdiction or other competent authority for the recovery of fees and expenses, including those of any third party, incurred on your behalf, nor from taking any steps we consider necessary if proceedings are issued against us by a third party (such as joining you as a party to such proceedings).

30. TAX STATEMENTS

We want to make you aware that the Internal Revenue Code and accompanying Treasury Regulations similar to those that require all taxpayers to disclose their participation in "reportable transactions" also require any "material advisor" to file a return with respect to any reportable transaction and to maintain a list of any participant in a reportable transaction. Ashurst LLP has instituted procedures to comply with these requirements while maintaining your ability to assert any applicable privileges. As part of this engagement, Ashurst LLP will monitor whether it is a material advisor with respect to a reportable transaction, and we will notify you prior to filing a return with respect to a reportable transaction or providing a list of participants and associated documents to the Internal Revenue Service. You agree to cooperate with us in our efforts to comply with these reporting requirements.

APPENDIX 2

WORK ORDER

ashurst

WORK ORDER

Flood Diversion Board of Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108

Work Order No.: _____ Date Work Order Requested: _____

Matter: _____ Requested By: _____

Assigned To: _____ Expected Completion Date: _____

_____

_____

Description of Work Order Requested:

_____

_____

_____

_____

_____

_____

APPROVED:

_____ _____

Chairman Date

ashurst