LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this day of may day of may and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and HOGAN LOVELLS US LLP, 555 Thirteenth Street, NW, Washington DC 20004, hereinafter called "Legal Counsel."

WITNESSETH:

WHEREAS, Legal Counsel has agreed to provide specialized legal advice and assistance to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Legal Counsel and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Legal Counsel respectively promise, covenant and agree with each other as follows:

1. Legal Counsel shall provide specialized legal advice and assistance to the County relating to a U.S. Surface Transportation Board (STB) proceeding, as is more specifically set out in the Engagement Letter dated March 26, 2019, which is attached hereto as Exhibit A and incorporated herein by reference.



- 2. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Legal Counsel shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.
- 3. The County shall pay Legal Counsel for services rendered under this Agreement in a total amount not to exceed \$112,150.00. Legal Counsel shall invoice County monthly for its services at the rates specified in Exhibit A, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement. The parities note that they have agreed on a fixed fee of \$30,000.00 relating to Legal Counsel's services in connection with the STB mediation.
- 4. Legal Counsel shall be responsible for all of the expenses of its work under this agreement, with the understanding that its total amount payable hereunder for fees and expenses shall not exceed \$112,150.00 without a formal amendment to this Agreement.
- 5. This Agreement shall be effective as of March 1, 2019, and continue until December 31, 2019, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five (5) days' written notice to the other party, except as otherwise provided in Paragraph 6 of this Agreement. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Legal Counsel to the County within three (3) days of the demand of the County.

Legal Counsel to the County within three (3) days of the demand of the County.

- 6. Legal Counsel promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of six (6) months thereafter, Legal Counsel shall not do either of the following:
- (a) assign any portion or the whole of this contract without the prior written consent of the County;
- (b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Legal Counsel breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Legal Counsel as a result of said breach

- 7. Legal Counsel promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Legal Counsel's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Legal Counsel consents and agrees as follows:
- (a) The County may without prior notice to Legal Counsel immediately terminate this Agreement; and,
- (b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Legal Counsel; and,
- (c) In addition to all of the foregoing, the County shall be entitled to collect from Legal Counsel all costs incurred by the County as a result of said breach including reasonable

attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

- 8. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.
- 9. Pursuant to §285.530.1, RSMo, Legal Counsel assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Legal Counsel shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- 10. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

HOGAN LOVELLS US LLP

By

Federal I.D. No. 53-0084704

JACKSON COUNTY, MISSOURI

Arvan Covinsky

County Counselor

ATTEST:

Mary Jo Spino

Clerk of the Legislature

5-23-2019

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$112,150.00 which is hereby authorized.

Date

Director of Finance and Purchasing

Account No. 001-1101-56020

11012019015



Hogan Lovells US LLP Columbia Square 555 Thirteenth Street, NW Washington, DC 20004 T +1 202 637 5600 F +1 202 637 5910 www.hoganlovells.com



March 26, 2019

Jay D. Haden
Interim County Counselor
Jackson County, Missouri
Jackson County Courthouse
415 E 12th Street
Kansas City, MO 64106
jhaden@jacksongov.org

Dear Mr. Haden:

We are pleased that Jackson County, Missouri (the "County") has engaged Hogan Lovells US LLP to represent the County in a Surface Transportation Board mediation with adjacent property owners opposed to a rail line acquisition by the County, and to assist the County with opposition to a related petition to revoke the County's acquisition exemption.

This letter and the attached General Terms of Representation describe our retention, as required by applicable Rules of Professional Conduct. We will e-mail our monthly statements to you at jhaden@jacksongov.org in a PDF file unless the County asks that invoices be sent to someone else or by an alternate method.

We greatly appreciate the opportunity to work with you on this matter and to develop a more extensive relationship with you and the County. Please sign and return this letter to us at your earliest convenience.

Sincerely,

Kevin Sheys

Partner kevin.sheys@hoganlovells.com D 202-637-3680

Enclosures

Hogan Lovells US LLP is a limited liability partnership registered in the District of Columbia. "Hogan Lovells" is an international legal practice that includes Hogan Lovells US LLP and Hogan Lovells International LLP, with offices in: Alicante Amsterdam Baltimore Beijing Birmingham Boston Brussels Colorado Springs Denver Dubai Dusseldorf Frankfurt Hamburg Hanoi Ho Chi Minh City Hong Kong Houston Johannesburg London Los Angeles Luxembourg Madrid Mexico City Miami Milan Minneapolis Monterrey Moscow Munich New York Northern Virginia Paris Perth Philadelphia Rio de Janeiro Rome San Francisco São Paulo Shanghai Silicon Valley Singapore Sydney Tokyo Warsaw Washington DC Associated offices: Budapest Jakarta Shanghai FTZ Ulaanbaatar Zagreb. Business Service Centers: Johannesburg Louisville, For more information see www.hoganlovells.com

AGREED AND APPROVED				
For Jackson County, Missouri:				
Ву				
Name				
Title				

Date

GENERAL TERMS OF REPRESENTATION

Hogan Lovells US LLP (the "Firm") provides legal services on the basis described in our letter dated March 26, 2019 (the "Transmittal Letter") and on the following terms and conditions:

1. Staffing

Ed Fishman and I will work on this matter, with the assistance of others as may be appropriate. Except for our work on the mediation, which will be pursuant to a fixed fee, we will charge hourly rates 5 percent below our standard hourly rates. Staffing needs change on many matters over time; we will adjust assignments to respond to those needs in consultation with you.

2. Scope of Services

The Firm accepts this engagement to represent you or your interests in any matter described in the Transmittal Letter. Unless specifically made a part of this engagement, our engagement does not include any other matter, or responsibility for review of insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you, for notification of insurance carriers about such matters, or for advice about disclosure obligations concerning the matter under the federal securities laws or any other applicable law.

3. Client Identification

We can only represent clients that have been cleared through a conflicts check and whose names appear in our conflicts database. You agree that the person or entity named in the Transmittal Letter is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries, joint ventures, or other affiliates unless you have specifically identified them to us and we agree in writing to do so. Further, our representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. When individuals are acting in their official capacities with respect to an entity, such communications are subject to the attorney-client privilege, but the privilege belongs to and can be waived by the entity rather than by the individuals.

4. Basis of the Firm's Charges

We will provide our services on an hourly basis at our standard rates for attorneys' and other professionals' time (unless otherwise agreed), which rates are periodically revised. The current rates for the attorneys (and paralegals, when listed) we expect to work on this matter are set forth in the table above, and are discounted from our standard rates.

5. Retainer

We will waive our standard practice and not require a retainer for this matter. We will require a retainer in the future if payments are not timely made or in other appropriate circumstances.

6. Client Duty to Cooperate

In order to work effectively for you, we often will need to ask you for information, sometimes on tight timelines. We need to rely on the completeness and accuracy of the information that you give us. Please tell us promptly if any of that information changes, and of any changes in the County or the County's policies which are relevant to our work.

7. Payment of Fees and Other Charges

We will bill you monthly for legal services and other charges (listed on the attached schedule) and will provide you with a detailed description of those services and charges. Payment will be due within 30 days of the date of our statement. If bills are not timely paid, the Firm may cease work and withdraw from the representation to the extent permitted by applicable Rules of Professional Conduct. If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and consultant or expert witness fees, our normal practice is to forward such statements directly to you for payment.

Our fees are determined net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of "value added taxes," sales taxes, or taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax). If you or we are required by law to withhold, deduct or pay taxes or other amounts (other than taxes on our net income as described in the parenthetical in the preceding sentence), then the amount of each bill shall be treated as increased to the extent necessary that, after any withholding, deduction or payment, we will receive and retain a net sum equal to the amount of the bill.

Our representation will be deemed concluded at the time that we have rendered our final bill for services on this and any other matter undertaken for you.

8. Conflicts and Confidential Information

Hogan Lovells is a large international legal practice with multiple offices around the world. Because of Hogan Lovells' size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Hogan Lovells inevitably will have contacts with you. Accordingly, to prevent any misunderstanding and to preserve the Firm's ability to represent you and its other clients, you and we agree as follows with respect to certain conflict of interest issues:

- a) You agree that we are free to represent other clients (including future clients) in matters that involve you or are adverse to you as long as those matters are not the same as or substantially related to matters in which we represent you, or have represented you. "Matter" refers to transactions, negotiations, proceedings or other representations involving specific parties. Such unrelated matters may include, but are not limited to:
 - Agreements, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings;

- ii. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings) and non-judicial debt restructurings, including representation of committees or debtors-in possession, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor or other party in interest;
- Patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; and government contract and procurement matters including bid protests;
- iv. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings;
- v. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others; and
- vi. Litigation matters brought by or against you.

If at a later time you withdraw or modify this advance waiver in any respect, you agree that we then shall have the right to withdraw from our representation of you pursuant to these General Terms of Representation to the extent permitted by the applicable Rules of Professional Conduct.

- In addition, you consent to our representation of multiple bidders, or of lenders or other financing sources to any other bidder, in any proposed merger, acquisition, joint venture or other transaction so long as there are ethical firewalls in place and the Hogan Lovells teams representing different clients comprise different attorneys. Should you rescind or revoke this consent after we and another client have relied on it to start representing that client, you agree now that we may withdraw from our representation of you and continue representing the other client in the transaction in which you are involved.
- You also agree that, if we represent you in a matter adverse to, or across the table from, another person or entity, we may also represent such person or entity on matters not substantially related to our work for you.
- d) We take very seriously our obligation to maintain the confidentiality of information we receive from our clients. This advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients. Unless we receive authorization, we will not disclose to you or use on your behalf any documents or information protected by confidentiality obligations to other clients.
- e) Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties or the

nature of the work Hogan Lovells is doing for you. We must also run a new conflicts check before undertaking any new matters for you.

- The lawyers practicing in Hogan Lovells' offices in various jurisdictions are governed by Rules of Professional Conduct that are prescribed by the proper authorities in each jurisdiction. Although the rules of the various jurisdictions often are similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Hogan Lovells lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these General Terms of Representation.
- g) From time to time, Hogan Lovells identifies clients in marketing materials. These materials may include print and online descriptions of Hogan Lovells' services, brochures, presentations to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material, and media outreach. You agree that Hogan Lovells may use your name and a brief description of the work we do for you in these materials, provided that no confidential information about you or the Firm's work for you is revealed.

9. Specific Limitations on Client Identification

As we have discussed, Hogan Lovells has a large international legal practice with active practices in a variety of areas, including regulatory matters, government contracts, and litigation. In a variety of matters currently being handled by Hogan Lovells for other clients, the scope of its representation is such that other government agencies of, or located within, the State of Missouri (collectively "Missouri Agencies") or the State of Missouri as a whole are or may be adverse parties. We do not believe that any direct conflict currently exists between the Firm and the County because the work we have been asked to perform for the County is not related to any of our current representations. We also expect to represent clients in future matters under circumstances in which the County and Missouri A gencies may be adverse parties.

To ensure that our work for the County does not adversely affect Hogan Lovells' ability to continue to represent other clients on current or future matters where their interests may be adverse to Missouri Agencies (including the County), including litigation against or other adversities to Missouri Agencies, the County agrees that (1) the County is our client for the specific matters on which it engages us, and Hogan Lovells shall not be deemed to represent Missouri Agencies other than the County with respect to such matters, and (2) the work we perform for the County in this matter will not disqualify Hogan Lovells from working on any other current or future matters, including litigation, bankruptcy or bid protest matters, in which the interests of Missouri Agencies (including the County) are or may be adverse to the interests of our client(s) so long as those other current or future matters are not substantially related to the work performed for the County in this matter.

10. In-House Attorney-Client Privilege

The lawyers working on this matter may wish to consult, at no cost to you, with the Firm's in-house counsel, including its General Counsel, or with outside counsel concerning our own rights and responsibilities in connection with representation of you in this matter. Any such communications

and advice are protected by our own attorney-client privilege, and will remain confidential within the Firm.

11. Disclosure Issues

Under certain circumstances, we may be required to publicly disclose our representation of you and general information about our activities on your behalf, for example in connection with:

- the Lobbying Disclosure Act of 1995;
- the Foreign Agents Registration Act;
- Internal Revenue Service tax shelter regulations;
- any audit letter request to which you ask us to respond;
- any subpoena or other legal process to which we are required to respond.

In the event that such disclosure is sought, we will comply with a request from a third party only to the extent that you have requested us to do so or we are legally bound to do so. If it is practicable and permitted, we shall notify you of the request or the sharing of information. As part of our service to you, we will do our best to protect your interests in those circumstances. We will bill you for any time spent complying with these requirements, requests or demands in connection with any matters we handle for you. In the event that the Firm considers it necessary to engage counsel in connection with any such disclosure, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging outside counsel at your expense.

12. Client Files; Retention

During the course of this engagement, we shall maintain certain documents, both hard-copy and electronic, which pertain to the engagement and which in our judgment should be so maintained (the "Client File"). The Client File shall be your property. If you wish any documents we maintain in the Client File to be returned to you, we shall do so upon your request, although we shall be entitled to make copies of any such documents at our expense. Further, any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) shall be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we shall maintain the documents in it for a period of seven years from the end of our representation of you in this matter as determined by the date of the last bill, and thereafter may destroy the subject documents without further communication with you.

In cases that involve protective orders or transactional matters that involve non-disclosure agreements, we are sometimes required to destroy certain documents or files in our possession once the matter is complete or in the event the transaction does not proceed. If this engagement involves such a protective order, non-disclosure agreement or other agreement between the parties, you authorize the Firm to comply (and agree to pay any fees and costs incurred) with the required document destruction.

13. Disclaimer of Guarantee

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion based on available information at that time and should not be construed as promises or guarantees.

14. Arbitration of Disputes

The parties agree to final binding arbitration regarding any disputes or claims of any type or nature with respect to services rendered pursuant to this engagement letter, including, without limitation, disputes or claims related to legal fees for such services. The parties recognize that, by agreeing to arbitration, they will be waiving any right to a jury trial as well as the extensive discovery rights and strict evidentiary rules typically permitted in judicial proceedings. While arbitration might result in cost and time savings, the parties recognize that they will be waiving their right to a judicial appeal. Unless otherwise agreed to by the parties or required by applicable jurisdictional requirements, the UNCITRAL Arbitration Rules shall govern the arbitration, the American Arbitration Association shall be the appointing authority, and the number of arbitrators shall be one.

15. Data Privacy and Security

We understand that security of data relating to our representation of you is critically important to our clients. The Firm has been ISO 27001 certified since January 11, 2013.

16. Hogan Lovells

- a) As used in these Terms of Representation, Hogan Lovells refers to an international legal practice comprising Hogan Lovells US LLP, Hogan Lovells International LLP and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells US LLP is a limited liability partnership registered in the District of Columbia. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. In some jurisdictions, Hogan Lovells practices through an affiliated local entity. Information about Hogan Lovells' offices and affiliates can be found on http://www.hoganlovells.com.
- b) The full resources of Hogan Lovells will be made available to you in connection with this engagement. Pursuant to these Terms of Representation, Hogan Lovells US LLP will be the sole contracting party with you and will alone be responsible to you for the work performed under the engagement, including work performed under the engagement by Hogan Lovells International LLP or any of its affiliates. If Hogan Lovells International LLP or any Hogan Lovells affiliate carries out any work for you in relation to the matter, they will do so technically as a subcontractor of Hogan Lovells US LLP, but as a part of our integrated legal practice described above. Absent any other agreement, this engagement shall establish the terms under which they will perform any such work.
- c) The word "partner" is used to describe a partner or member of Hogan Lovells International LLP, Hogan Lovells US LLP or any of their affiliated entities or any employee or consultant with equivalent standing. Certain individuals, who are designated as partners, but who are not members of Hogan Lovells International LLP, do not hold qualifications equivalent to

STANDARD SCHEDULE OF OTHER CHARGES

The following items are billed at actual cost: postage, outside messengers, outside photocopies, transcripts, computerized research, express delivery services, travel charges, food services, and all third-party charges.

Other charges incurred in connection with this representation will be billed on the following basis until further notice:

- in-house photocopying at \$.20/page for black and white copies and \$.60/page for color copies;
- fees incurred to store, cull, process, produce or otherwise handle electronic data that you choose to maintain in our litigation support managed services platforms per the rate card below: These fees may not be discounted or reduced.

Rate Statement
MM/YYYY Services

Statement Date: Statement Number:

Client:

Data Manipulation	Description	Details	Rate
Relativity Storage - Active Data	Relativity Review Database Data Storage	Monthly - Per GB	\$7.50
Relativity Storage - NearLine Data	Relativity Database Storage - Offline Storage for Inactive D	Monthly - Per GB	\$2.50
eDiscovery Data Pre-Culling	Deduplication, Date Restriction, Key Term Filters	Case Specific - Per GB	\$35.00
eDiscovery Data Processing	Native File Processing to Relativity Database	Case Specific - Per GB	\$150.00
eDiscovery Data Productions	Create TIFF, Endorse, & Produce	Case Specific - Per GB	\$250.00
Relativity Analytics	Near DeDuplication and Email Threading	No Charge	\$0.00
Relativity User Licenses	Relativity User Licenses - Non-HL Users Only	Monthly - Per User	\$75.00
Collections and Forensics	Data Collection & Forensic Analysis	Case Specific - Per Hour	\$275.00-350.00
Shipping & Media Costs	Shipping & Physical Media	Case Specific	at cost
		SUB-TOTAL	

Support	Description	Details	Rate
Consulting Time	eDiscovery Guidelines and TAR Consulting Services	Case Specific - Per Hour	\$275.00
Project Manager Time	Oversight and Guidance of Project Requests	Case Specific - Per Hour	\$200.00
Litigation Analyst Time	Execution of Specific Project Requests	Case Specific - Per Hour	\$150.00
Data Archiving	Permanent Archiving	Hourly with a Cap at \$3,000	\$125.00
Data Deletion and / or Destruction	Data Deletion and / or Destruction	Case Specific - Upon Written Request - No Charge	\$0.00
		SUB-TOTAL	
		GRAND TOTAL	

NOTES

- 1) Rates are effective January 1, 2018 and will be periodically reviewed and updated.
- 2) Rates do not include hourly billing charges for HL Litigation Support Personnel.
- 3) Additional fees will be charged for case specific services (e.g. password cracking, machine translation, audio transcription, etc.).
 - word processing operators and proofreaders at hourly rates based on office location (and average compensation in effect in each office);
 - secretarial overtime resulting from unusually time-sensitive or other special requests from clients at an hourly rate based on office location (and average compensation in effect in each office), with other staff at \$30/hour.

Exhibit B WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that Hogan Lovells US LLP is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, Hogan Lovells US LLP, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575,040, RSMo.)

125 Y	Keuin Sheys
Authorized Representative's Signature	Printed Name May 20, 2019.
Title	Date
Subscribed and sworn before me this 20/10 commissioned as a notary public within Columbia and my commission expired	the County of District, State of res on 3-31-2022
Patrice Est	5-20-19 Date

