

January 18, 2018

Kimberly M. Gardner
Circuit Attorney, City of St. Louis
1114 Market Street
St. Louis, MO 63130

Re: Criminal Investigation of Gov. Eric Greitens

Dear Mr. William Don Tisaby:

This engagement letter agreement ("Agreement") confirms that The St. Louis Circuit Attorney Office ("CAO") has retained Enterra, LLC ("Enterra") as a consultant in connection with the above-captioned matter. The following paragraphs outline the terms and conditions of the Engagement.

Enterra is engaged to: (a) provide consulting advice to CAO to the extent requested, (b) to conduct an independent investigation into potential criminal (and civil) liability of the Governor under the guidance of the CAO provide, and to provide such litigation support (including expert testimony) as may be requested by CAO in connection with the above-captioned matter. Enterra shall prepare written reports regarding its work should this become necessary.

Terms and Conditions of the Engagement of Enterra, LLC

1. Fees and Expenses – Enterra will be compensated for time spent on this engagement at an hourly rate of \$250 per for each individual working on the matter. CAO will also reimburse Enterra for all reasonable expenses incurred in the course of its work on this engagement at Enterra's actual cost.

CAO will pay Enterra a retainer of \$10,000 to commence work. Enterra will initially bill against this retainer, which CAO agrees to replenish at such time as \$5,000 or less remains available thereunder. Enterra will bill CAO monthly, and to the extent not covered by funds remaining in the retainer, CAO will pay Enterra's invoices within 15 days after the date thereof. The monthly invoices will set out all fees and expenses incurred in the period and will provide an itemized breakdown of Enterra's hours billed. If requested, the invoices will also include a brief description of daily tasks performed. Unpaid invoices shall bear interest at the "prime rate" announced from time-to-time in the Wall Street Journal, plus two percent (2%).

2. Timing of Services – Enterra agrees to perform its consulting services in a timely fashion and will report directly to Kimberly M. Gardner, Circuit Attorney, City of St. Louis on the progress of its work either orally or, if requested, in written form.

3. Conflict Check – Enterra has undertaken a reasonable process to determine whether any professional relationships exist between it and persons or entities that may be parties or otherwise involved in the above-captioned matter. As a result of that process Enterra has concluded that no conflict exists that would prevent it from accepting and performing this engagement. Enterra agrees that during the time of this Agreement it will not act as a consultant for or on behalf of any person or entity in a matter in which the person or entity has an interest adverse to the subject of the investigation or the CAO.

4. Communications Are Confidential and Privileged – In connection with this Engagement, all communications between or among Enterra personnel and CAO personnel shall be regarded as privileged in all respects, shall constitute attorney work product, and shall be kept in strictest confidence.

5. Hold Harmless – CAO agrees to hold harmless, defend, indemnify, and protect Enterra, whether under immunity of otherwise, from any and all claims by third parties in connection with the services provided by Enterra hereunder except only for Enterra's willful misconduct.

6. Governing Law– This Agreement shall be construed in accordance with the laws of the state of Missouri.

7. Ethical Conduct - Enterra shall perform the activities required by this Agreement in accordance with general accepted ethical guidelines of the investigative profession.

8. Entire Agreement – This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties with respect to the above-captioned matter.

9. No Assignment or Transfer -- Enterra is a professional independent contractor and not an employee or agent of CAO, or any affiliated entities. This Agreement may not be assigned or transferred in whole or in part by either party without prior written consent of the other party.

10. Termination -- This Agreement will continue until terminated. This Agreement may be terminated at will by either party upon fifteen (15) days written notice. Any such termination will not affect payment due for compensation of work performed prior to the termination. Enterra agrees not to terminate the Agreement at a time or in a manner that would prejudice CAO's work on the investigation that serves as the basis of this Engagement.

11. Approval of CAO- The signature below of Circuit Attorney, Kimberley M. Gardner shall indicate CAO's agreement to the terms and conditions of this engagement letter including his obligation to pay Enterra's fees and expenses, which shall be invoiced to CAO.

If this Agreement meets with Enterra's approval, please indicate Enterra's acceptance by the signature of its authorized representative below and return to me. If Enterra has any questions, I would be pleased to discuss them with Enterra.

AGREED TO AND CONFIRMED:

ENTERRA, LLC

By: 
WILLIAM DON TISABY, CGSO and Founder

Date: 1/18/2018

CIRCUIT OFFICE ATTORNEY

By: 
KIMBERLY GARDNER, CIRCUIT ATTORNEY CITY OF ST. LOUIS

Date: 1/18/2018

