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MYERS, BERRY, O'CONNOR & CHURNEY, LTD.

Stephen C. Myers
(Retired)

John A. Berry
(1912 - 1986)

Andrew J. O'Connor
(1919 - 1998)

Richard J. Berry
(1952 - 2009)

A T T O R N E Y S A T L A W

7 Northpoint Drive | Streator, Illinois 61364
Telephone: 815-672-3116 | Facsimile: 815-672-0738

June 7, 2018

Mr. Mark Mathon
DeWitt County Engineer
Highway Department
9900 Revere Road
Clinton, IL 61727

Re: Alta Farms II Wind Project: Legal Representation of DeWitt County

Dear Mr. Mathon:

Our firm is pleased to have the opportunity to serve DeWitt County with regard to the negotiation and execution of a road agreement for the proposed Alta Farms II Wind Project. As you know, our firm has already begun work on this matter and this agreement applies to work already performed, as well as future work.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing legal services. Accordingly, the purpose of this letter, and the enclosed General Provisions, is to clarify and confirm these terms and conditions. We look forward to working with you and will do our best to provide the highest quality legal services in a responsive and efficient manner.

Staffing

I will be the attorney primarily responsible for this representation, with the assistance of other attorneys or legal assistants as appropriate from time to time. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me. It is important that you are satisfied with our services and responsiveness at all times.

We intend to provide quality legal services in an efficient, economical manner. At times this necessitates involving other firm attorneys with the requisite expertise, and assistants, who are not attorneys but are experienced in the preparation of documents and the completion of various tasks.

Mr. Mark Mathon
June 7, 2018
Page 2

Responsibilities

We will provide legal counsel and assistance to you in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries. To enable us to effectively render these services, you agree to cooperate fully with us, to fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise request, and to keep us apprised of relevant developments.

Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result.

Fees, Disbursements, and Other Charges

Our fees will be based on the amount of time spent by attorneys and our assistants on this matter. Each lawyer and assistant has an hourly billing rate based generally on his or her experience and any special expertise. The rate, multiplied by the time spent on your behalf, measured in tenths of an hour, will be evaluated by the billing attorney as the basis for determining the fee. My billing rate is \$300.00 an hour. Time devoted by legal assistants is charged at a billing rate of \$75.00 - \$100.00 an hour.

We anticipate that all legal fees will be reimbursed by Tradewinds Energy. In the event payment is not made by Tradewinds Energy, you understand that DeWitt County will be responsible for payment of our firm's fees and costs.


If this letter correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing the enclosed copy in the space provided below and return it to me.

We are pleased to have this opportunity to be of service and to work with you.

Sincerely yours,

MYERS, BERRY, O'CONOR & CHURNEY, LTD.

By:


Sheryl H. Churney

Enclosure: General Provisions

I have read and understand the terms and conditions set forth in this letter (including the attached General Provisions) and agree to them.

DeWitt County



Mark Mathon, County Engineer

Date: _____, 2018

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General Provisions

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Myers, Berry, O'Connor & Churney, Ltd. and our clients:

- (1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.
- (2) In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, air freight, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing, court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, the client.
- (3) Although we may from time to time for a client's convenience furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.
- (4) Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.
- (5) A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.
- (6) We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.