



September 7, 2025

Ms. Ruth Woolery
Shelby County State's Attorney
301 E. Main Street
Shelbyville, IL 62565

VIA EMAIL ONLY:
statesattorney@shelbycounty-il.gov

RE: Representation of Shelby County: Wind and Solar Development Road Agreements

Dear Ms. Woolery:

Our firm is pleased to have the opportunity to serve Shelby County with regard to the potential development of wind and solar projects within Shelby County. We understand Shelby County would like our firm to assist with the preparation, negotiation, review, and revision of road use agreements for wind and solar farm projects at the request of the County Engineer or other appropriate County officials. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which Klein, Thorpe & Jenkins, Ltd. ("KTJ") will be providing legal services. Accordingly, the purpose of this letter, and the enclosed Terms of Engagement, are 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.

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 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.

Our fees will be based on the amount of time spent by attorneys and our assistants on this matter. Each attorney 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 me as the billing attorney as the basis for determining the fee. KTJ's fee and cost schedule is set forth on the last page of the enclosed Terms of Engagement.

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If the terms described above and in the enclosed Terms of Engagement are satisfactory, please sign and date this letter on the signature line and date line provided below, and return one copy of this letter to me by first class mail, as well as a copy to me by email.

If there are ever any questions or concerns, please feel free to contact me. I remain

Sincerely yours,

KLEIN, THORPE AND JENKINS, LTD.

Sheryl Churney

Sheryl Churney

Copy to: Michael Tappendorf, County Engineer (via email)

ACKNOWLEDGMENT

On behalf of Shelby County, I understand and agree to the foregoing and acknowledge that any question that I may have had has been answered to my satisfaction.

Shelby County, Illinois

By: _____
Ruth Woolery, State's Attorney

Date: _____, 2025

KLEIN, THORPE AND JENKINS, LTD.
TERMS OF ENGAGEMENT

We appreciate your decision to retain Klein, Thorpe and Jenkins, Ltd. (“KTJ”). This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters contributes to a better relationship between us, and that, in turn, makes our efforts more productive.

Our engagement and the services we will provide are limited to the matter identified in the accompanying engagement letter. Any changes in the scope of our representation, as described in the letter, must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions stated herein. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and a lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation, government or other entity, our client relationship is with the entity, and not with its individual executives, shareholders, directors, members, managers, partners, elected or appointed officials, or persons in similar positions, or with its parent, subsidiaries or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, KTJ’s attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries, or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of KTJ are adverse to the parent, subsidiaries, or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, elected or appointed officials, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter.

KTJ attempts to achieve efficiencies and savings for its clients by managing the KTJ’s administrative operations (such as file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require KTJ to allow access by third parties to your confidential information, and, in some cases, these third parties may be located outside of the United States. KTJ will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data, and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal services, other economic factors, and the augmentation of a particular lawyer's ability, experience and reputation. Any such changes in hourly rates are applied prospectively after written notice of such change in hourly rates. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter, unless you have requested a particular lawyer to perform the work or unless the primary-contact lawyer, in his/her discretion, assigns the work to a particular lawyer. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers at KTJ with special skills or experience may be sought when that will either: (a) reduce the legal expense to you; (b) provide a specialized legal skill needed; or (c) help move the matter forward more quickly.

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, consultants, and others; conferences among our personnel; factual investigation; legal research; drafting of letters and other documents; travel time; waiting time in court or elsewhere; and time in meetings.

Disbursements

In addition to legal fees, our statements will include out-of-pocket expenses we have advanced on your behalf. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, and certification and registration fees charged by governmental bodies. Our out-of-pocket expenses typically include, but are not limited to, such items as overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client. Otherwise, KTJ requires that the client directly pay any invoice issued by a third party vendor or consultant that exceeds \$250.00.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an

attorney requests from third parties, in certain situations KTJ may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

KTJ attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. KTJ may be able to obtain a reduced charge from the contractor if KTJ provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, KTJ may charge an administrative fee, which will be separately disclosed to you.

Billing

We bill for our services and costs on a monthly basis. Our statements are due when rendered. If a retainer deposit is posted, the monthly statements will be mailed to the client showing a deduction of the fees and costs from the deposit and the new deposit balance. Alternate billing arrangements may be mutually agreed to by the parties, in writing. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and the corresponding fee(s) and costs that are charged. If a statement remains unpaid for more than thirty (30) calendar days, you will be contacted by a KTJ representative inquiring why it is unpaid. Additionally, if a statement has not been paid within thirty (30) calendar days from its date, KTJ may impose an interest charge consistent with the Local Government Prompt Payment Act, as amended, (if applicable), or one percent (1.0%) per month (a twelve percent (12%) annual percentage rate), whichever is less, from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is KTJ's policy that if an invoice remains unpaid for more than ninety (90) calendar days, absent extraordinary circumstances and subject to legal ethics constraints, KTJ's representation will cease, and you will have authorized us to withdraw from all representation of you as a consequence of your failure to pay for services, fees, and costs rendered. Any unapplied deposits will be applied to outstanding balances. Generally, KTJ will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that KTJ determines, is paid to it.

In addition, if you do not pay KTJ's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment. If allowed by applicable law, KTJ is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, KTJ shall have all general, possessory or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingency fee.

Questions about Our Bills

We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a full-service law firm, we may be (and at times are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by KTJ in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with KTJ, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other KTJ personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search KTJ's institutional work product to determine whether there exists documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at-will by either of us. The termination of the representation will not terminate your obligation to pay fees and costs incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

File Destruction

Client files are typically destroyed ten years after a matter is closed, unless other arrangements are made with the client.

Billing Rates

Please be advised the billing rates for legal services that Klein, Thorpe and Jenkins, Ltd. provides to you will be as follows:

<i>Legal Services</i> <i>(Paid by the County)</i>	<i>Legal Services</i> <i>(Incurred by County- Paid by Developers)</i>	<i>Miscellaneous</i> <i>Expenses</i>
\$275.00 (Partner)	\$350.00 (Partner)	Copying20¢ per page
\$250.00 (Sr. Counsel)	\$300.00 (Sr. Counsel)	Printingactual cost
\$230.00 (Associate)	\$250.00 (Associate)	Deliveryactual cost
\$175.00 (Sr. Paralegal)	\$175.00 (Sr. Paralegal)	Filing feesactual cost
\$165.00 (Paralegal)	\$165.00 (Paralegal)	MileageIRS standard rate
\$135.00 (Law Clerk)	\$135.00 (Law Clerk)	Computer research.....actual cost
		Secretarialnot charged
		Facsimile.....not charged

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.