

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2021-045**

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve the engagement letter for Kentucky bond counsel and special counsel services between Hardin County and Dinsmore & Shohl LLP.

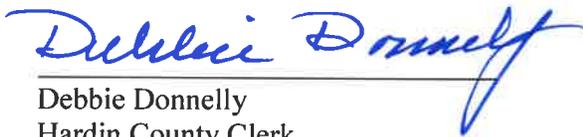
BE IT FURTHER RESOLVED, to authorize Harry L. Berry, Judge/Executive to sign all documents relating to the engagement letter for Kentucky bond counsel and special counsel services between Hardin County and Dinsmore & Shohl LLP.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 23 March 2021.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Debbie Donnelly
Hardin County Clerk



Legal Counsel.

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March 9, 2021

VIA ELECTRONIC MAIL

Hon. Harry L. Berry
County Judge/Executive
County of Hardin, Kentucky
150 North Provident Way, Suite 314
P.O. Box 568
Elizabethtown, Kentucky 42701

Re: Engagement letter for Kentucky bond counsel and special counsel services with Dinsmore & Shohl LLP

Dear Judge Berry:

Thank you for selecting Dinsmore & Shohl LLP (the "Firm") to represent the County of Hardin, Kentucky (the "County"). This letter will confirm our discussion regarding the County's engagement of the Firm and will describe the basis upon which we will provide the County legal services. Attached to this letter are the Dinsmore & Shohl LLP Statement of Engagement Terms (the "Terms and Conditions") that are a part of this letter. By signing below, the County agrees to those terms and conditions.

The County has engaged the Firm to serve as bond counsel and special counsel on behalf of the County in connection with the issuance of one or more series of industrial revenue bonds by the County or another state or municipal entity to finance solar projects to be located within the County. The purpose of the bonds, among other things, would be to achieve property tax abatement savings with respect to the projects. Our services for the County will include, among other things, (i) the development of a form payment in lieu of taxes agreement to be entered into between the County and developers or operators of solar projects (each, a "PILOT Agreement"); and (ii) representing the County in connection with the issuance of one or more series of industrial revenue bonds for the purpose of providing a property tax abatement incentive for one or more developers or operators of solar projects.

It is anticipated that Mark Franklin, Daniel Briscoe, and members of our real estate and zoning department will work on this engagement, along with various other support staff. It is our understanding that the County will pay our legal fees and expenses related to the development of a form PILOT Agreement. Payment of our invoice for this service will be due and payable upon the completion of the form PILOT Agreement. It is also our understanding that the County will require the developer or the operator of any specific solar project to pay our legal fees and expenses incurred in connection with our representation of the County for their specific project or projects. Payment of our invoices will be due by

each such developer or operator upon the completion of all actions necessary to authorize and implement the relevant property tax incentives. Our fees will be billed at our standard hourly rates in effect from time to time. Our fees are currently \$450 an hour for my services and \$325 for Daniel Briscoe's services. We also expect to be reimbursed for our out-of-pocket expenses. If any actions were necessary by us to collect our fees and expenses from a developer or operator, we would expect the County to provide us reasonable support.

Please review this letter and the Terms and Conditions carefully. If it meets with your approval, please sign it and return it so that we may begin work. If you do not agree with one or more of the provisions of this letter or the Terms and Conditions, please contact me so that we can try to address your concerns.

Again, let me thank you for retaining us in connection with this matter. We look forward to working with you.

Sincerely,



Mark S. Franklin

AGREED AND ACCEPTED:

COUNTY OF HARDIN, KENTUCKY

By: 

Harry L. Berry
County Judge/Executive

cc: Daniel London (via electronic mail)

1. Engagement of Our Services

The law firm of Dinsmore & Shohl LLP (the “Firm”) has undertaken to represent you and to act on your behalf. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment and are not guarantees. Also, our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

2. The Scope of Our Representation

Our clients in this matter are the persons or entities identified (“client” or “clients”) in our engagement letter (“engagement letter”) to which this Statement of Engagement Terms is attached. Unless specifically identified in the engagement letter, our representation of the client does not include representation of (i) parent companies or other owners of the client, (ii) subsidiaries or other affiliates of the client, (iii) partners of the client, (iv) family members of the client, or (v) beneficial owners of the client. The clients are hiring the Firm to represent them in connection with issues or claims arising out of the matters identified in the engagement letter, and only those matters unless specifically agreed in a writing signed by the Firm. We will provide services of a strictly legal nature related to the matters described in the engagement letter. You will provide us with the factual information and materials we require to perform such services, 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, unless otherwise specified in the engagement letter.

3. Relationships with Other Clients

In representing you, it is important that you receive advice from lawyers who are free from conflicts of interest. We represent a diverse group of clients on a variety of legal matters. Accordingly, it is possible that we represent current clients or may be asked in the future to represent new clients in the same general field of interest or business. We have conducted an internal review and have not identified any conflict of interest implicated by our common representation of you and any other existing client of the Firm. We have specifically considered any persons and business you have identified as being adverse in this matter, if any, and found no conflict. However, conflicts of interest are at times difficult to identify and can sometimes arise as a result of client activities or other developments of which we may be unaware. We will make reasonable efforts to identify and resolve those conflict situations and to establish appropriate mechanisms to safeguard your interests. In an appropriate situation, we may provide you with full information regarding a potential conflict of interest and ask you to waive the potential conflict.

4. Who Will Provide the Legal Services

The principal attorney contacts for this matter are identified in the engagement letter. Subject to the decision of these principal attorneys, your work or parts of it may be performed from time to time by other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis..

5. Responsibilities of the Parties

The Firm will provide those legal services reasonably required to represent the clients and will take reasonable steps to keep clients informed of progress and developments, and to respond promptly to inquiries and communications. The clients agree to cooperate with the Firm, to keep the Firm informed

of any information and developments which may come to clients' attention, and to abide by these terms. The clients agree to appear at all legal proceedings when the Firm deems it necessary, and generally to cooperate fully with the Firm in all matters related to the preparation and presentation of the clients' claims. If the clients believe that any portion of the fees payable to the Firm may be covered by a policy of insurance, it is the responsibility of clients to bring such policy to the attention of the Firm for review.

6. Legal Fees

The time of each attorney who may work on your project may be billed at a differing hourly rate. Each attorney's rate depends on his or her experience and skill for the type of work required by the project, and the novelty and complexity of the issues involved. Paralegals and clerks also have hourly rates. Time spent on a project is recorded on a daily basis. Such time may include research, investigation, telephone calls, travel, conferences, court appearances, preparation, drafting, correspondence and organizing evidence and materials.

7. Costs and Litigation Expenses

Charges, in addition to time charges, will be made for certain items. Examples include charges for travel, postage related to mass mailings or related to certified or registered mail, overnight delivery, deposition or transcript fees, witness fees, filing fees, court costs, messenger service, and secretarial overtime. To aid in the preparation and presentation of the clients' case, it may be necessary to hire expert witnesses, consultants and/or investigators. The Firm will select any expert witnesses, consultants or investigators to be hired, after consultation with clients. The Firm requires that you pay all third-party vendors for goods and services directly for any charges in excess of \$1,500.

8. Payment Terms

Unless otherwise provided in the cover letter attached hereto, statements for fees and disbursements will be sent monthly. Payment is due upon receipt. If any balance remains unpaid for more than thirty (30) days, and no arrangements have been made in writing to pay the balance, we reserve the right to postpone or defer providing additional services or to discontinue our representation if your matter and/or case has not reached its conclusion. We may have performed certain legal services and incurred charges before you sign the engagement letter. If so, we will bill for these services and charges in our first statement. We reserve the right to charge a service fee of one percent (1%) per month with respect to any fees and expenses not paid within thirty (30) days. As provided in the cover letter hereto, we expect all our fees and expenses to be paid by the developers and operators of the projects for which we represent the County.

9. Confidentiality and Related Matters

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his or her lawyer. We can perform at our best only if we are aware of all information that may be relevant to our representation of you. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, members, directors, managers, partners, trustees or persons or business organizations that have a relationship to you. Of course, we sometimes also represent individuals

and persons related to an entity client in matters that we believe do not conflict with the interests of the entity, but any such representation will be the subject of a specific, separate engagement letter.

10. Use of E-mail to Transmit Documents

The Firm may use unencrypted e-mail to transmit client documents, believing that e-mail offers a reasonably secure, efficient means of transmitting information. Please advise us if you have highly sensitive information you do not want transmitted in such a manner.

11. Use of Your Name

Subject to any limitations you communicate to us in writing, you agree that we may describe, using solely public information, cases and other matters in which we have acted as your counsel, in informational material, including the Firm's web sites. We will not use your name in any such description without your advance consent.

12. Termination

Either clients or the Firm may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event of termination of our engagement, we will, at your request, return whatever papers and property you have provided to us. Additionally, we will deliver to you all of the other material in our files relating to our representation of you, to which you are entitled under the applicable rules of professional conduct, provided that we reserve the right to make and retain a copy, at your expense, of all material delivered to you.

Circumstances and types of conduct which may require us to withdraw from representing a client or which will clearly be a basis for our withdrawal include, for example, breach of these terms, client's refusal to cooperate with the Firm or to follow the Firm's advice on a material matter, or any other fact or circumstance that would render the Firm's continuing representation unlawful or unethical. We try to identify in advance and discuss with our clients any situation which may lead to withdrawal, and if withdrawal ever becomes necessary, we will immediately give you written notice of our withdrawal. If permission for withdrawal is required by a court, we will promptly apply for such permission and you agree to engage a successor counsel to represent you.

Unless previously terminated, our representation of you will terminate upon our completion of any services that you have retained us to perform. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time. You agree that unless you engage us after completion of a matter to provide additional advice on issues arising with respect to that matter, the Firm has no continuing obligation to advise you in connection with future legal developments pertaining to the matter.

Notwithstanding the Firm's withdrawal or the clients' notice of discharge, and without regard to the reasons for the withdrawal or discharge, clients, jointly and severally, will remain obligated to pay the Firm for all costs incurred prior to the termination and, in the event that there is any net recovery obtained by clients after conclusion of the Firm's services, clients remain obligated to pay the Firm for all services rendered prior to the date of withdrawal or discharge.

13. Retention of Files

For various reasons, including the minimization of unnecessary storage expense, the firm generally retains client files for six years after termination of the engagement. After six years, we may destroy or otherwise dispose of any such document or other material without additional notice to you.