

VIA EMAIL

Senator Ben Hansen
Executive Board of the Legislative Council
1445 K Street
State Capitol
Lincoln, NE 68509

RE: Agreement for Services

Dear Senator Hansen,

The purpose of this engagement letter is to confirm the terms and conditions under which Rembolt Ludtke LLP (the "Firm")

This Firm will provide legal services

Our Services
will be protected by the attorney-client privilege and work product privileges.

Enclosed with this letter are our Standard Terms of Representation which, unless otherwise provided in this letter, will govern our representation in this matter

Our fees to perform the Services will be based on the reasonable value of our services as determined in accordance with the American Bar Association and the Nebraska Rules of Professional Conduct. Our fees will be primarily based on the billing rates charged by each lawyer within the Firm who performs work on your behalf. We expect this to be a collaborative effort among several attorneys in the Firm

The hourly billing rate for the attorneys in the Firm currently range from \$250.00 to \$700.00 per hour. In order that

Rembolt Ludtke LLP

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the Services may be performed in an efficient and timely manner, various legal tasks may be delegated to other Firm lawyers and/or paralegal personnel.

At the present time we are unable to estimate the amount of time that will be necessary to perform the Services. However, we hereby commit and agree to promptly notify you in the event our total fees and expenses approach \$15,000.00 and we will cease performing the Services and will not exceed this threshold unless you authorize us in writing to continue our representation to complete the Services and exceed the \$15,000.00 threshold.

You have the right at any time to terminate the Services and our representation upon written notice to the Firm. Such termination shall not relieve you of the obligation to pay for all Services rendered and costs paid or incurred on your behalf prior to the date of such termination. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, fail to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

If the foregoing arrangement is acceptable to you, we ask that you please sign this engagement letter and return it to me.

We welcome and appreciate the opportunity to perform the Services. If you should have any questions concerning this Firm's billing policies or any other matters connected with our representation, please do not hesitate to contact me at any time.

Sincerely,

READ, UNDERSTOOD AND AGREED TO:


On behalf of the Executive Board
of the Legislative Council


Date

Rembolt Ludtke LLP Standard Terms of Representation

This sets forth the standard terms of Rembolt Ludtke LLP's representation and our agreement with you. These standard terms apply unless varied or supplemented by written agreement. **Please review these terms carefully and contact us if you have any questions.**

Scope of Work

Our representation is limited to the services you specifically requested and we specifically agreed to provide and does not include representation of you in any other legal matter, unless our engagement is expanded by mutual consent. If you have any questions about the scope of our engagement, please contact us immediately.

During the course of our representation, we may express an opinion regarding the outcome of your legal matter. Any such expression is based upon the facts as then known by us and upon our best professional judgment, but is not a guarantee of any particular legal result. Any opinions necessarily are limited by our knowledge of the facts and are based on the state of the law at the time expressed.

Fees and Charges

We consider several factors when determining our fees, including, but not limited to, the time, labor and skill required; the novelty and difficulty of the questions involved; the amount or significance of the matter at issue and the results obtained; any time limitations imposed by the client or by the circumstances of the case; the experience, reputation, and ability of the lawyers involved; and any unforeseen circumstances arising during the course of our representation.

For any portion of our fees based on hourly rates, such fees are based on the billing rates charged by each lawyer, paralegal, or other personnel within the firm who performs work on your behalf. Our hourly fee time is generally recorded in increments of one-tenth of an hour. Our billing rates are subject to adjustment from time to time, usually in December, and effective January 1 annually.

The time for which you will be charged includes, but is not limited to, factual investigation; legal research; conferences and telephone conferences with you, witnesses and other legal personnel; responses to requests; paper and electronic correspondence; review of financial information; drafting letters and other documents; and travel time. We may charge a flat fee for drafting some documents. When more than one of our legal personnel is involved in a conference, meeting, or hearing, each person will record the time expended. Any contingent fee arrangement shall be in writing.

We bill on a monthly basis. Payment is due within thirty (30) days. We reserve the right to postpone or defer providing additional services or to discontinue our representation if our bills are not timely paid.

We charge interest on bills that remain unpaid for more than ninety (90) days. Interest is charged at 1% per month (12% per annum).

In addition to our fees for services, you agree to reimburse us for expenses we incur on your behalf, including, but not limited to, court costs and filing fees, costs and expenses incurred to retain experts and costs for services such as photocopying, messenger and delivery, computerized research, postage, travel (including mileage, parking, air fare, lodging, meals and ground transportation). As the true cost of certain expenses is difficult to establish, in some instances the amounts charged are estimates which may exceed our actual cost.

Paperless / E-mail Billing

Unless you instruct us otherwise, we will send monthly bills via e-mail. If you prefer to receive paper bills via the U.S. Mail service or if you need to provide us an alternative e-mail address, please contact our Accounting Manager by calling (402) 475-5100.

Retainer and Trust Deposits

We will deposit all advance fees and other trust deposits, including retainers and evergreen retainers, that we receive from you in a trust account. Your deposit may be placed in a pooled account, and any interest earned on that account will not be paid to you but will be paid to a charitable fund established by court rule.

Electronic Communications

We will communicate with you using electronic technology, such as mobile phones, e-mail and facsimile. These modes of communication can be insecure. In some situations, persons not intended to receive such communications can discover their content, some of which may be sensitive and confidential. If you prefer that we refrain from using any of the modes of communication outlined above, inform us immediately. Unless we are instructed otherwise, you authorize us to use these modes of communication and you will not hold us responsible for the unintentional disclosure of information through the use of electronic technology.

We may add you to one or more mailing lists to provide you with general information and legal updates from our firm. You may receive a welcome message which may also include the option to be removed from the list.

Conflict of Interest

If the client we are serving is a corporation or other legal entity, we represent the entity. Unless otherwise agreed in writing, our work on behalf of an entity does not create an attorney-client relationship with any persons or entities affiliated with the client entity, including, but not limited to, parents, subsidiaries, employees, officers, directors, shareholders, members or partners of the client entity. Accordingly, for purposes of a conflict of interest, you agree that we may represent another client with interests adverse to any such affiliated entities or persons without obtaining your consent.

File Storage

Our firm employs electronic filing systems whereby all documents are scanned into a digitized format and entrusted to a third-party provider. Our provider is subject to a contractual obligation to preserve confidentiality and security and to guard against reasonably foreseeable attempts to infiltrate. Our filing system includes an online file storage and retrieval system.

Records Retention

When any individual matter for which we perform services has ended or is terminated, we will return any of your papers and property at your request. We retain our own files pertaining to this matter, including, for example, administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, attorney work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. Our files may be maintained purely in electronic format. All documents we retain will be subject to our records retention program. We will destroy or otherwise dispose of any such documents or other materials retained by us following a reasonable time after completion or termination of the engagement.

Termination

You have the right at any time to terminate our representation upon written notice. Such termination shall not relieve you of the obligation to pay for all services rendered and costs incurred prior to the date of our receipt of notice of such termination.

We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of our agreement, fail to cooperate or follow our advice on a material matter, or if we discover any fact or circumstance that would, in our view, render our continuing representation unlawful, unethical or inappropriate.

After completion of the matter for which you have engaged us, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us to provide additional advice on issues arising from the original engagement, we have no continuing obligation to advise you with respect to future legal developments.