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 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 and Billing

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.

Legal Fees

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 $500.00.

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 efficiency 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 re-commence 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 serve our clients better and more economically, we have implemented a document search engine that will allow us to search KTJ's institutional work product to determine whether there exist 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.

Artificial Intelligence Tools

KTJ may utilize artificial intelligence-assisted research and drafting tools in providing services and does so in accordance with the ethical rules governing their use, including those addressing competence, confidentiality, and the exercise of attorney judgment.

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 party, subject to and in accordance with applicable law and Village Code § 1-7D-1, including any required notice. 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 (Effective July 1, 2026)

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

GENERAL LEGAL SERVICES:

$245.00 per hour for partner/shareholder's time
$230.00 per hour for senior associate's time
$220.00 per hour for associate's time
$185.00 per hour for paralegal's time
$145.00 per hour for law clerk's time

LITIGATION AND APPEALS:

$265.00 per hour for partner/shareholder's time
$250.00 per hour for senior associate's time
$240.00 per hour for associate's time
$195.00 per hour for paralegal's time
$160.00 per hour for law clerk's time

FOR LEGAL SERVICES REIMBURSABLE BY A THIRD-PARTY

$380.00 per hour for partner/shareholder's time
$365.00 per hour for senior associate's time
$355.00 per hour for associate's time
$255.00 per hour for paralegal's time
$180.00 per hour for law clerk's time

MISCELLANEOUS EXPENSES:

Copying..... 20¢ per page
Printing ..... actual cost
Delivery..... actual cost
Filing fees..... actual cost
Mileage..... not charged
Computer research...actual cost
Secretarial..... not 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.

Barbara Wojnicki 06-24-2026
Barbara Wojnicki, Village President Date
Village of Campton Hills