



Harter Secrest & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

July 29, 2016

Mr. and Mrs. Anthony Dibnah
3500 Saint Clair Road
Fallon, NV 89406

Re: Galloo Island Wind Farm

Dear Mr. and Mrs. Dibnah:

We are pleased that you have given us the opportunity to serve as counsel for you with respect to the impact of the proposed Galloo Island Wind Project on your Galloo Island property (the "Legal Matter").

This letter will confirm your engagement of Harter Secrest & Emery LLP ("HSE"), effective July 29, 2016, in accordance with the terms of this letter and the enclosed Statement Regarding Terms and Conditions of Engagement.

1. **Client:** You will be our client in this matter.
2. **Scope of Services:** We will represent you with respect to the Legal Matter, and the scope of our engagement and duties to you shall relate solely to the Legal Matter. This will confirm that we are not being retained, and will not provide any services, in connection with any matter other than the Legal Matter. In the event you request us to undertake additional matters for you or to expand the scope of our representation, such additional services will be governed by the Statement Regarding Terms and Conditions of Engagement unless we mutually agree otherwise. Unless earlier terminated by either you or us, our representation will be deemed concluded at the time we render our final invoice for services with respect to the matter described in this engagement letter or any additional matters that we may undertake from you.
3. **Fees and Expenses:** It is prudent to outline our fee agreement at the outset of the engagement. Our policies concerning fees for services and reimbursement of disbursements are explained in the Statement Regarding Terms and Conditions of Engagement. Our fees for this matter will be billed on an hourly basis. The primary attorneys who will work on the Legal Matter are myself, Leslie M. Mauro and Laura M. Smith whose current billing rates are set forth below:

Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

Mr. and Mrs. Anthony Dibnah
July 29, 2016
Page 2

John A. Anderson, Partner	\$415/hr
Leslie M. Mauro, Partner	\$415/hr
Laura M. Smith, Associate	\$230/hr

In the scope of our engagement, where appropriate, we may employ the services of other attorneys and/or professionals who may have billing rates higher or lower than those set forth above.

Our representation and services will not commence until we receive a retainer from you in the amount of \$15,000.00 to serve as security for our fees and expenses. These funds will remain in our client trust account for the duration of our representation, unless the Firm chooses to apply the funds to satisfy an outstanding invoice. Any remaining balance will be returned to you upon termination of our representation. You will see from our Standard Terms and Conditions of Engagement that our invoice terms are NET 30 days. If we apply some or all of the retainer to an outstanding invoice, we can suspend our representation and all services until you forward funds to restore the retainer to an amount the Firm then determines is reasonable and appropriate. By law, all interest earned on this retainer will be paid automatically to the IOLA program of New York State, so you will not receive interest earned on the retainer. If you have any questions about these arrangements, please contact us as soon as possible. If not, please sign a copy of this letter and return it to us.

Once again, we are pleased to have this opportunity to represent you and we look forward to working with you.

Very truly yours,

Harter Secrest & Emery LLP



John A. Anderson

DIRECT DIAL: 585.231.1169
EMAIL: JANDERSON@HSELAW.COM

JAA:ldw
Enclosures