



January 12, 2021

VIA E-MAIL TRANSMISSION

jimsherrier@yahoo.com

Jim Sherrier

Gateway Soil Logistics, LLC

5135 Kennedy Avenue

East Chicago, IN 46312

In re: General Matters (the "Matter")

Dear Jim:

On behalf of all of us at Daley and Georges, Ltd., a certified women-owned firm, we are delighted to have the opportunity to represent Gateway Soil Logistics, LLC regarding the above referenced Matter. This letter and the enclosed Terms of Engagement, which includes a provision on conflicts of interest, describe the basis on which our firm provides legal services.

I will manage and assume primary responsibility for this representation. As indicated in the Terms of Engagement, our fees are based on our hourly rates. My billing rate for this matter will be \$400.00 per hour. Mara Georges' billing rate for this matter will be \$525 per hour. Gateway Soil Logistics, LLC will be responsible for all costs incurred in this matter.

Please review the Terms of Engagement and let me know if you have any questions about them. If you are satisfied, please indicate your consent by signing this letter and returning it to me. Our work and representation shall not commence until this letter of engagement and attached terms are agreed to in writing.

I look forward to working with you on this important matter.

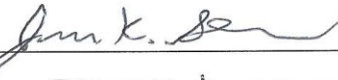
Very truly yours,


Michael Synowicki

MJS:mcs

I have read, understand and agree to the contents of this letter and the attached Terms of Engagement.

Gateway Soil Logistics, LLC

By: 

Name: JAMES K. SHEPPARD

Title: PRINCIPAL OWNER

Date: 01/15/21

DALEY AND GEORGES, LTD.
Terms of Engagement

The following terms apply to the legal services provided for you by Daley and Georges, Ltd. We encourage you to discuss these terms with us at any time. If modifications to the terms are needed, please discuss them with us so we may reach agreement on changes and reduce them to writing. All references to "you" or "your" means only the client or clients identified in our engagement letter. **Individuals or entities that are related to or affiliated with you – such as partners, officers, directors, stockholders, parent companies, related companies, or family members – are not clients, unless we otherwise agree in writing.**

1. **Scope of Representation.** The scope of the work the firm will provide is limited to the description stated in our engagement letter. Any changes or additions to the scope of our work, which we are pleased to consider, must be agreed to and memorialized by letter or e-mail. Unless the description states otherwise, **our engagement does not include** 1) reviewing your insurance policies to determine the possibility of coverage for our fees and costs or for a claim asserted against you, 2) notifying your insurance carrier(s) about a matter, 3) advice about your disclosure obligations concerning a matter under the federal securities laws or any other applicable law, or 4) advice about tax issues that relate to a matter. If we agree to represent you in additional matters, we will do so in writing by letter or e-mail, and the terms of our engagement will remain the same for these additional matters unless changed by agreement in writing.

Additionally, if in response to your request or by requirement of lawful process we testify; gather and/or produce documents; respond to document hold or production requests; or respond to any other requests in connection with possible, threatened or actual proceedings commenced by third parties that relate to our representation of you, you agree to pay us our reasonable fees and costs incurred.

2. **Staffing.** Michael Synowiecki will have the primary responsibility for our relationship. We assign additional lawyers and other personnel as needed based upon the type of work and skills and experience required.

3. **Client Responsibilities.** You agree to provide us with all information that we believe is necessary or appropriate to fulfill our professional responsibilities in this matter and to cooperate with us in matters such as fact investigation, preparation of documents, and the like. You further agree that without our express prior written consent, you will not use our name or the fact of your engagement of us in any form of advertising or solicitation of business, and we agree to do the same.

4. **Financial Arrangements.**

A. **Fees and Expenses.** Our fees are set forth in our engagement letter and are based primarily upon the hourly rates of our lawyers and other personnel in effect when the services are performed, unless our engagement letter sets forth an alternative billing arrangement. Our hourly rates change periodically based upon economic factors and the experience level and expertise of our personnel. In determining our fee, we may also consider other factors, such as the novelty or difficulty of the issues involved, the results obtained, or the time limits imposed by you or by the circumstances of the engagement.

Expenses include items such as consultants, experts, filing fees, court reporting fees, travel costs, overnight or other special mail services, messenger services, photocopies, long distance telephone, outgoing faxes, research service charges (e.g., LEXIS or Westlaw), secretarial and other staff overtime charges (when required to meet the needs of the matter), and other special services such as document imaging. With respect to costs incurred and payable to third parties, such as court reporters or experts, it is our policy to forward those bills to you for payment directly to the third party, and you agree to pay those fees directly to the provider. As an accommodation to you, however, we may advance those costs on your behalf and include them in our monthly invoice. Some charges may not be in our billing system at the time of monthly invoicing and, therefore, will appear on a later invoice.

B. **Billing and Payment.** We invoice monthly. Unless we've agreed to a predetermined, monthly amount to be billed in connection with our representation of you, our invoices include the date and a brief description of the work performed, who performed the work, the time required to do the work, the billing rate applied and fees charged, expenses incurred, and the invoice amount including any past due amounts and late fees incurred. Payment is due upon receipt of our invoice. We reserve the right to terminate our representation if you do not pay promptly. We do not and cannot guarantee the outcome of any matter, and payment of our fees, expenses, and charges is not conditioned on any particular outcome.

Accounts not paid within thirty (30) days of the invoice date are subject to a one percent (1%) monthly finance charge calculated from the invoice date on the unpaid balance, which you agree to promptly pay.

5. **Electronic Communication.** The use of e-mail can be an efficient means of communication, and we use it often in communicating with clients. Some clients also use instant messaging as a means of communication. However, these electronic communications can be delayed or blocked (for example, by anti-spam software) or otherwise not transmitted. You must not assume that an e-mail or instant message sent to us was actually opened and read by us unless you receive a non-automated reply message indicating that we have read your message.

6. **Responses to Auditors' Inquiries.** We are frequently asked to provide information to auditing firms regarding client legal matters, and we respond to those inquiries with the same level of care and professionalism used to handle our client's legal work. Accordingly, we charge for those services at the rates set forth in our engagement letter. When you make a written request that we provide information to an auditing firm, we will deem your request to be your consent for us to disclose the requested information on your behalf. Additionally, when an auditing firm makes a written request for information on your behalf, that request will be deemed to be your consent for us to disclose the requested information to the auditing firm.

7. **Conflicts of Interest.** It is possible that, during the course of our engagement, an existing or future client may seek to hire the firm in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such other client's interests are or potentially may become adverse to your interests. During the term of this engagement, we agree that we will not accept representation or another client in a legal matter that is directly adverse to you unless and until we have made disclosure to you of the relevant facts and circumstances of our undertaking the two representations and you have consented to our representation of the other client. You agree that you will be reasonable in evaluating such circumstances and that you will give your consent if we can confirm to you in good faith 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) our representation of the other client will not implicate any confidential information we have received from you; (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 based on our disclosure of the relevant facts and circumstances of our undertaking the two representations.

8. **Litigation of Disputes.** You agree that any dispute, controversy or claim directly or indirectly relating to or arising out of this agreement, work we perform for you, the fees and expenses charged by us, or your failure to pay such fees and expenses may be litigated in the state court of Illinois. You agree and consent to personal jurisdiction, service of process and venue in any state court within the County of Cook in the State of Illinois. You further agree that service of process may be made upon you by causing process to be delivered to you at the address in our engagement letter (or such other address of which you hereafter shall advise us in writing) and agree to the waiver of a jury in any such proceeding. The prevailing party in any such litigation shall be entitled to recover attorneys' fees and costs associated with the litigation.

9. **Conclusion of Representation.** Our representation of you will terminate when we send you our final invoice for services rendered in this matter. We may also terminate our representation for any reason consistent with rules of professional responsibility, including conflicts of interest or your failure to pay our fees and expenses. Our representation may also be terminated upon your request. Upon termination, we will issue a final invoice for services rendered to the point of termination, and you agree to promptly pay the final invoice. Following termination, any nonpublic information you have supplied to us which is retained by

us will be kept confidential in accordance with applicable rules of professional responsibility. Once our representation is concluded, we will not be obligated to take any steps such as keeping track of deadlines, filing papers, pursuing appeals, or monitoring or advising you about changes in the law or circumstances that might bear upon the concluded matter.

10. **Disposition of Client Files.** Upon conclusion of your representation, we may return to you your original papers, documents and/or other property that you provide to the firm during our engagement. You agree to accept the return of such documents and/or property. If you so request, we will also provide to you, at your expense, copies or originals of your complete file. We reserve the right to make, at our expense, copies of all documents generated or received by us in the course of our representation of you. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time, but not less than seven (7) years after the matter is closed.