



# WRIGHT, BERRY, HUGHES & MOORE

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September 10, 2007

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## UPS OVERNIGHT

Ms. Rachel E. Brewer  
Operations Director  
City Hall  
515 W. Washington Avenue  
Jonesboro, AR 72401

RE: Engagement Letter for Legal Representation

Dear Ms. Brewer:

We are pleased to have the opportunity to provide legal and consulting services to the City of Jonesboro in various matters regarding cable television service to be referred to us, from time to time, at the City of Jonesboro's sole discretion. While the scope of our legal representation will depend, of course, on the nature of each matter referred to us, our objective is to provide the City of Jonesboro with high quality and effective legal and consulting services at reasonable rates. This letter will set forth the terms of our proposed legal and consulting representation.

We will act on the City of Jonesboro's behalf to the best of our ability. Any statements or opinions that we give concerning the probable outcome of the City's legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited to our knowledge of the facts and are based on the state of the law at the time they are expressed.

In our representation of the City of Jonesboro, we will consider the City, itself, as the client. Therefore, if the City wishes us to also represent individual City officials or employees in any legal matter, we will consider that a separate legal representation. Whether we would be authorized to separately represent City officials or employees in any legal matter would depend, of course, on whether such representation presented a conflict of interest or potential conflict under the existing Arkansas Rules of Professional Conduct.

Our fees are formulated in an effort to assess the value of our services to our clients. For purposes of this representation, we propose billing the City of Jonesboro for our legal and consulting services on an hourly basis as the work is performed. My hourly rate is \$200.00, and the hourly rates for other lawyers in the firm who may be called upon to render legal services for the City range from \$135.00 to \$200.00 depending primarily on the particular lawyer's experience and expertise, and the nature of the legal services rendered.

Statements for legal services rendered and expenses incurred are normally provided monthly for work done and expenses incurred during the previous month, covering and identifying services rendered, disbursements and other charges. These disbursements and charges include expenses paid by us on the City's behalf such as long distance telephone charges, special postage, delivery charges, fax charges, extraordinary travel, photocopying, and the use of providers of special services. In litigated matters, we also include payments we must make for process servers, court reporters, witness fees, etc.

The City of Jonesboro may terminate our representation at any time, with or without cause, by notifying us. We retain the right to cease work on the engagement if our statements are not paid in full when due. If such termination occurs, papers and property that the City has provided to us will be returned to the City promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the legal matter or litigated case will be retained. The City's termination of our services will not affect its responsibility for payment for legal services rendered and additional charges incurred before termination.

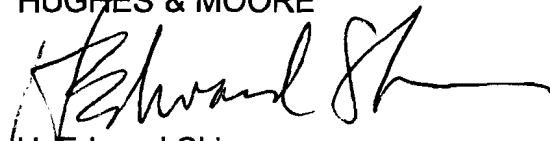
If the foregoing terms of our representation are acceptable to the City of Jonesboro, please have the Mayor sign the original Engagement Letter in the space provided below and have the Mayor's signature attested by the City Clerk. If the City needs to retain the original Engagement Letter for its file, I request that you provide us with a signed copy thereof reflecting the city's acceptance of the terms of our engagement. A postage paid, self-addressed envelope is enclosed for your convenience in returning the executed Engagement Letter to me.

We are looking forward to representing the City of Jonesboro, and we hope that our professional relationship with the City will be advantageous and beneficial to both parties.

Best personal regards.

Sincerely,

WRIGHT, BERRY,  
HUGHES & MOORE



H. Edward Skinner

HES/rkw

ACCEPTED this 11 day of September, 2007: