

You have asked RIEGER SADLER JOYCE LLC (the “**Firm**”) to represent you in connection with legal matters, whether it is counseling, transactions, litigation, and/or other general legal issues important to you. Upon signature and return of this letter by you, and affirmative acceptance by the Firm, through signature or proceeding forward with the work, the Firm agrees to represent you **CONDITIONAL** upon all the terms and conditions herein:

1. *Fee for Legal Services.* The Firm’s fees for legal services rendered will be calculated based on the Firm’s hourly rates, as you agree may be adjusted from time to time, such as typically done at the start of each calendar year, for the attorneys and support staff that work on the matter in any way. The hourly rates set by the Firm do not include the expenses described in paragraph 2 below. Currently, the hourly rate set by the Firm for each attorney is as follows:

Sean Paul Rieger:	\$485/hour	Managing Attorney/Founding Partner
Daniel Sadler:	\$435/hour	Partner
Gunner Joyce:	\$395/hour	Partner
Keith Barrett:	\$375/hour	Associate
Sally Griffin:	\$340/hour	Associate
Libby Smith:	\$300/hour	Associate
Matthew Welborn:	\$260/hour	Associate

For legal clerks and interns, the hourly rate is \$150 per hour, each billed to the tenth of an hour increment. Currently, the hourly rate set by the Firm for the Firm’s legal assistants and office support staff services is \$125 per hour, billed to the tenth of an hour increment. Unlike most law firms, we rarely charge for consumables of copies, office supplies, and other expenses such as our legal research expenses and legal subscriptions for necessary technology and tools we use on your matters. Instead, additionally, each amount of labor invoiced will have a flat administrative/consumable fee of four percent (4%) added to it, which will help to offset expenses incurred in your matters, such as purely administrative tasks, copying, printing, consumables, our cost to subscribe to and conduct Westlaw research, document management software, Adobe, and other necessary computer licenses, etc. Additionally, the Firm will charge a fee of two percent (2%) per payment of any fees that are paid with a credit card, as the Firm is charged more than that amount by its banking providers for the Firm to process such a payment. At times, the Firm reserves the right to employ and/or contract additional attorneys, law clerks, legal assistants, support staff, or contract support when necessary to effectively represent your interest. Such person’s time will be billed at the respective same rates. The Firm’s minimum billing time for any one file/matter/case/transaction is one full hour. The Firm’s minimum billing time entry for any one action will be at least two-tenths of one hour (12 minutes); therefore, every phone call, email, fax, text, message, meeting, letter, etc., may be charged for at least two-tenths of one hour each. We appreciate the contact we have with our clients, and we do not seek to discourage that. However, please understand that every contact redirects the attorney or staff member’s attention and focus to your matter and thus must be billed accordingly. The Firm reserves the right to adjust the hourly rates and fees upward at any time, such as but not limited to, annually. You understand that in no way does the Firm estimate or convey to you what the total amount of fees will be for handling your matter, as it is impossible to speculate as to what amount of time will be needed to handle your issues. The Firm retains the flexibility and sole right to assign which attorneys and staff members they wish to handle the matter.

2. *Expenses.* During the course of the Firm’s representation of your matters, it may be necessary for the Firm to incur additional more significant and specifically related expenses, including, but not limited to, postage, overnight or expedited delivery services, courier service, mileage/travel expenses, photocopying, graphics and exhibits development, phone charges, video meeting or production expenses, court or government filing fees, deposition fees, expert witness fees, contract labor fees, consultant fees, and other expenses. In addition, the Firm may, with your consent, engage accountants, investigators, appraisers, and/or professionals or experts in various locales and areas of expertise to assist in the Firm’s representation. You agree to reimburse the Firm, or upon the Firm’s request you agree to promptly pay directly, any such expenses incurred in relation to your matters. Such expenses will be charged in an amount equal to that incurred by the Firm. Mileage may be charged at the federal

IRS rate per mile for transportation expenses incurred for business purposes (as changed by the IRS from time to time), for any vehicular travel related to your matters. Internal copies of documents for large print jobs may be charged at ten cents (10¢) a page.

3. *Statements.* The Firm's fees for legal services together with all expenses are due and payable at our Norman, OK office strictly within thirty (30) days of your receipt of a statement. Such statements ordinarily will be mailed or emailed to you on a roughly monthly interval. If you choose to make payment with a credit card, or debit card, or through any means that charges the Firm a processing fee to make the payment in that manner, then the Firm reserves the right to charge you for the processing fee that is invoked by the Firm. If you are paid any settlement or award in this matter, the Firm may first deduct all amounts owed to the Firm or other parties, such as but not limited to expert witness fees, from the settlement award and then transmit the remainder, if any, to you.

4. *Interest.* Any amounts not received by the Firm within thirty (30) days after your receipt of our statement will accrue interest at the rate of at least twelve percent (12%) per annum, or the maximum legally allowed interest rate, whichever is lesser, calculated to the day based on a 365-day year. You agree to pay all such interest, and the Firm shall have the right to collect such interest even if the Firm has accepted payments that do not include such interest.

5. *Retainer and Clients' Trust Account.* The Firm may or may not choose to require an Initial Billing Advance in any amount the Firm chooses in its sole and absolute discretion, which you should anticipate could be many thousands of dollars, as a standing security deposit for your timely payment of fees in all matters, together with a signed copy of this letter, as a condition precedent to the Firm's acceptance of the engagement upon the terms and conditions herein expressed. The Firm reserves further the right to require you to replenish the Initial Billing Advance at any time that it is drawn upon to pay outstanding amounts due. The Firm reserves the right to not begin any work on your matters until these items are received in full. The Initial Billing Advance acts as security deposit for the Client's promise to pay the fees owed and will be deposited in the Clients' Trust Account maintained by the Firm. The Initial Billing Advance is NOT used to pay the Client's regular monthly invoices unless the Client becomes delinquent in their payment of an invoice. The Client shall continue to pay all monthly invoices timely in addition to, and independent of, the Initial Billing Advance, which shall remain in the Client's Trust Account until the end of the representation. However, in the event that you become late in making any payment on amounts due for fees or expenses, you hereby authorize the Firm, without any further notice to you, to withdraw from the Initial Billing Advance, and such other sum(s), if any, received from you, or on your behalf, which are deposited to the Clients' Trust Account, such amounts as are necessary to pay the Firm's statements for services rendered and costs and expenses incurred. The Initial Billing Advance may be applied to your last bill from the Firm and any unearned balance remaining of your Initial Billing Advance in the Clients' Trust Account at the termination of the Firm's representation, if any, will be refunded to you.

6. *Additional Billing Advances (and Trial Billing Advances).* The Firm reserves the right to require from time to time, as a condition to continuing the representation of you, additional advances by you to our Clients' Trust Account in such amounts as the Firm determines in its sole and absolute discretion necessary to maintain a balance adequate to cover future services (such as services to be rendered in connection with trial and trial preparation, advocacy of zoning items, or other advocacy matters, as these types of services can reach very large sums). You agree to pay such additional advances as may be requested within thirty (30) days after your receipt of a statement for such an advance.

7. *Continuing Agreement; Declination of Representation; Termination.* This Agreement shall be deemed to be a continuing agreement in that if at any time the Firm again advises or represents you, or closely held affiliates of you, in connection with any matters other than those set forth above, said representation in connection with such other matters shall be upon the same terms, conditions, provisions, and fee arrangements as those expressed herein, unless a separate arrangement is made in writing with respect thereto. You consent to allow the

Firm to consult, or associate with, another attorney and/or law firm regarding your legal problem/case. Either party may terminate the Firm's services and representation under this Agreement at any time, upon written notice to the other party sent to the other party at its last known address (may be sent via email, text, fax, or letter). A few non-exhaustive examples of when this representation agreement may be immediately terminated by the Firm include instances such as, but not limited to:

- a) Failure on your part to remain current with the payment of all fees and expense owed (current within 30 days of the date payment is due);
- b) Failure on your part to provide payment of an additional billing advance upon request of the Firm when the Firm deems it reasonably necessary;
- c) The Firm becoming aware of any potential conflict of interest that our representation of you results in;
- d) A failure on your part to provide timely and accurate information to the Firm as requested by the Firm and as needed in your representation;
- e) The Firm becoming aware that you have been dishonest in representing any relevant fact to the Firm;
- f) The attorney-client relationship between us is deteriorating to a point that renders our working together unworkable and unproductive.
- g) The client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;
- h) The client has used the lawyer's services to perpetrate a crime or fraud;
- i) The client insists upon taking action that the lawyer considers repugnant or with which the lawyer has a fundamental disagreement;
- j) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled;
- k) The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; and/or
- l) Other good cause for withdrawal exists.

You will remain liable for all fees and expenses incurred up to the date of withdrawal or the Firm's receipt of written notice from you of termination. You further agree that in the event of failure to pay, that you hereby consent to the Firm placing a lien on your real property for payment of services due. You hereby consent to the Firm proceeding with any zoning matters in the future under the representation of any other clients of the Firm, even where you may own property within the notice radius of the zoning matter, and that such representation by the Firm shall not be considered by you as a conflict of interest.

8. *Withdrawal; No Waiver.* You agree that if within thirty (30) days after you receive a statement or notice from the Firm, you fail to make any payment, whether for legal services, expenses or billing advance, the Firm may, at its sole option and discretion, absolutely terminate all or any part of our representation, withhold further legal services, and withdraw from all litigation, if any, and you agree to cooperate and perform all acts necessary to assist the Firm's withdrawal. In such event, the Firm shall have no further responsibility to advise you or represent you in any manner.

9. *No Estimate of Fees; No Warranty of Results.* You agree and understand that absolutely no representations, assurances, warranties, estimates, predictions, expectations, or guarantees, have been provided by the Firm regarding the amount of fees, time involved, outcome, results, or any consequences connected with the representation, and that there are no implied or expressed warranties given of any kind. You agree and understand that the inherent nature of legal work, such as but not limited to, litigation, zoning and land use, governmental approvals and issuances, and transactional services, is that there is no possible way for the Firm to predict or estimate what the result will be of the Firm's work. Consequently, the risk of not obtaining the desired result falls upon you only, and thus you understand and accept the possibility that your desired result may not ever be realized. Furthermore, you understand and agree that even if the result of the Firm's services is not what you

desired, you will still be responsible for all fees and expenses charged under this agreement and incurred by the Firm on your behalf. YOU UNDERSTAND THAT WE ARE **NOT** AGREEING TO REPRESENT YOU ON A CONTINGENCY BASIS UNLESS OTHERWISE AGREED IN SEPARATE WRITING BY US AND THAT YOUR OBLIGATION TO PAY US LEGAL FEES DOES **NOT** CHANGE WHETHER WE WIN OR LOSE OR WHETHER WE ACHIEVE THE RESULT YOU DESIRED. Additionally, as it concerns civil litigation, you understand and acknowledge that:

- a) **You may likely spend enormous sums of money in attorneys' fees, depositions, expert witness fees, and/or other litigation expenses in civil district court litigation. It is common for civil litigation to cost MANY tens of thousands of dollars as a bare minimum and can easily cost well into six figures before finality.**
- b) You may be in civil litigation for many years before there is any resolution to the case, and then any outcome may be appealed by the other party for additional years thereafter.
- c) A vast majority of lawsuits end in settlement without ever going to trial, thus the Client should consider compromise settlement positions that might be acceptable, and typically the earlier a litigant settle then the less expense incurred in extended litigation and attorneys' fees.
- d) You may not ever collect on a successful judgment, as a judgment is only worth whatever the party that owes it is able to pay from their non-exempt, unleveraged, assets - if they have any.
- e) You may not be granted an award for reimbursement of your attorneys' fees, as such an award is up to the Judge's sole discretion and sometimes, they may decide that either no attorney fees should be awarded to the winning party, or they may award significantly less than the amount spent. And attorneys' fees are not even considered to be reimbursable unless you go all the way through trial and appeal, which is uncommon and can be many years later.
- f) Civil lawsuits are inherently risky as it is difficult to predict what a random jury or judge will decide after hearing the evidence that is allowed to be presented. There is always the risk that you lose on all counts.
- g) If the lawsuit is unsuccessful, you may be required to pay the attorneys' fees and court costs of the opposing parties if the Judge decides as such.
- h) Most civil lawsuits are slow in going through the process, as it is easy for the opposing party to delay the case through extensive motions and discovery.

10. *Cooperation; Ownership of Work Product; Disposal of Closed Files.* You agree to keep the Firm advised as to how you may be contacted at all times, and agree to cooperate in the representation and to appear upon reasonable notice at our offices, other designated meeting places, and/or any courts in which various matters may be pending, and to comply with all reasonable requests of this Firm in connection with the representation, including your prompt response to request for information from you by the Firm or its attorneys. You agree to be thorough and honest in all representations of facts that you make to the Firm regarding the specifics of your matters. You understand that the Firm will control the scheduling of the representation consistent with its schedule and availability. The Firm's entire work product is hereby copyrighted, and all copies will be owned by the Firm. Copies of all documentation related to the matter(s) subject hereto coming into the Firm's possession or control may be made and retained by the Firm. The Firm shall have no obligation to retain any file that has not been worked for more than two (2) years. You agree that the Firm may act upon your oral authorization with respect to matters requiring your consent or direction.

11. *Liability for Fees; Disputes Regarding Agreement or Fees.* As a signator to this document, regardless of whether your signature is in a representative capacity or as an individual, you agree to be individually and personally and, where more than one person or entity are involved, jointly and severally, responsible and liable for payment of all of the fees and expenses incurred pursuant to this Agreement, including, but not limited to, all fees and expenses which may be incurred in connection with the representation of any partnership, joint venture, corporation, trust, or other entity or person other than yourself. Unless the Firm otherwise agrees in writing, the Firm will first look solely to each signator to pay our fees and expenses. If you have made, or hereafter make, arrangements with another person or entity to pay our fees and expenses, it will be your responsibility, and not the

Firm's, to collect any amounts from the third party. You will be expected to pay our fees and expenses timely even if the third party delays, fails or refuses to pay. Likewise, if you have set a limit on the amount of fees and expenses that you or the third party will have to bear, the Firm is not bound by that limit unless the Firm so agrees in writing.

12. *Miscellaneous.* This Agreement supersedes all prior agreements between the Firm and you relating to the matters covered by this Agreement. This Agreement contains the entire agreement between you and the Firm. This Agreement shall be binding upon and shall benefit the parties hereto and their respective heirs, executors, administrators, representatives, successors, and assigns. This Agreement may be assigned in whole in part by the Firm. This Agreement may only be modified by a written agreement signed by you and the Firm. You consent and agree to the Firm listing you as a client on marketing material of the Firm, such as but not limited to marketing fliers, website, and social media. You agree and consent to the Firm using third party shredding companies to discard and destroy documents related to your matters that are no longer needed. YOU UNDERSTAND THAT YOU HAVE THE OPPORTUNITY TO ENGAGE US OR ANY OTHER ATTORNEY(S) ELSEWHERE OF YOUR CHOOSING, OR NO ATTORNEY(S) AT ALL, AND THAT WE WOULD **NOT** HAVE AGREED TO REPRESENT YOU UNDER ANY TERMS DIFFERENT THAN HEREIN.

If this letter correctly reflects the agreement between you and the Firm, please sign where indicated below and return it to me, together with any Initial Billing Advance specified above. You understand that time is of the essence regarding this Agreement and the Firm shall have absolutely no obligation to represent you in any way until the Initial Billing Advance and this signed letter are received by the Firm.

Rieger Sadler Joyce LLC
301 NW 13th St., Suite 202
Oklahoma City, OK. 73103

136 Thompson Drive
Norman, OK 73069-5245

Phone: 405.310.5274
Email: sp@riegerllc.com

Agreed by:

Sean Paul Rieger, Manager
Attorney • Architect • Broker

Date: _____, 2026

ACCEPTANCE OF TERMS

I, and/or we, have read and understand the above terms and provisions, and hereby agree to be bound by them with respect to the representation by the Firm. The Firm may proceed with representation of me and/or us pursuant to the terms in this Agreement. Each represented client, individual and entity, much consent by signing below:

Authorized client signature:

Printed Name: Jacob McHughes Date: June 8, 2026
Title: Chairman

Authorized client signature:

Printed Name: Rusty Grissom Date: June 8, 2026
Title: Vice-Chairman

Authorized client signature:

Printed Name: Rod Cleveland Date: June 8, 2026
Title: Member

Authorized client signature:

Printed Name: _____ Date: _____, 2026
Title: _____

Authorized client signature:

Printed Name: _____ Date: _____, 2026
Title: _____