

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 8th day of April, 2026, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **ARMSTRONG TEASDALE LLP**, hereinafter called "Legal Counsel."

WITNESSETH:

WHEREAS, Legal Counsel has agreed to provide specialized legal advice and representation to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Legal Counsel and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Legal Counsel respectively promise, covenant and agree with each other as follows:

1. Legal Counsel shall provide specialized legal advice and representation to the County relating to Employment Litigation as is more specifically set out in the engagement letter, attached hereto as Exhibit A.

2. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Legal Counsel shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County.

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APR 08 2026

MARY JO SPINO
COUNTY CLERK

except as required by this Agreement.

3. Legal Counsel shall bill County monthly for its services at a rate of between \$400 and \$600 per hour as specified in Exhibit A, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. The total compensation payable hereunder shall be \$100,000.00. Legal Counsel agrees that no additional billable work beyond this amount shall be completed unless it is first approved in writing by the County Counselor. Legal Counsel shall notify the County Counselor and the County Executive in writing when billable hours completed have reached a sum in excess of \$75,000.00.

5. Legal Counsel shall also be entitled to the reimbursement of its reasonable and necessary expenses incurred during its performance of services under this Agreement.

6. Legal Counsel shall be accountable to and coordinate with the County Counselor's Office.

7. This Agreement shall be effective as the date of signing and shall continue until December 31, 2026 unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement.

8. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and

effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

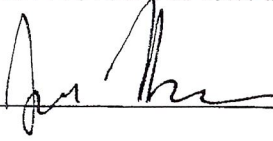
9. Legal Counsel has the authority, upon written agreement of the parties, to contract with third-parties as needed to effectuate the objectives desired by the County. Any third-party contractor will be paid by Legal Counsel and Legal Counsel will invoice County for costs incurred.

10. Pursuant to §285.530.1, RSMo, Legal Counsel assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized undocumented individual to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Legal Counsel shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized undocumented person in connection with the contracted services.

11. This Agreement incorporates the entire understanding and agreement of the parties.

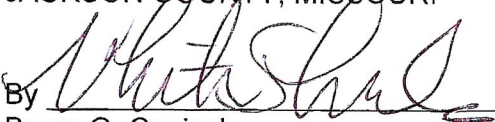
IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

ARMSTRONG TEASDALE LLP

By  _____

Title 43-1274026
Federal I.D.

JACKSON COUNTY, MISSOURI

By  _____
Bryan O. Covinsky
County Counselor

ATTEST:


Clerk of the County Legislature

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$100,000.00 which is hereby authorized.

4/8/2026
Date

Cheryl L. Colter
Director of Finance and Purchasing
Account No. 001-1101-56020

SCON-10001878 DM

WORK AUTHORIZATION AFFIDAVIT

EXHIBIT B

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized undocumented person in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **ARMSTRONG TEASDALE** is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **ARMSTRONG TEASDALE** does not knowingly employ any person who is an unauthorized undocumented worker in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

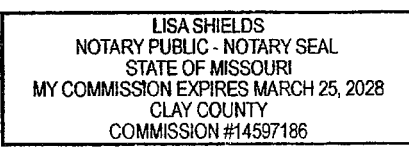
[Signature]
Authorized Representative's Signature
Attorney
Title

Joshua Haner
Printed Name
4-2-26
Date

Subscribed and sworn before me this 2nd day of April, 2026. I am commissioned as a notary public within the County of Clay, State of Missouri, and my commission expires on March 25, 2028.

Lisa Shields
Signature of Notary

4/2/2026
Date



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Armstrong Teasdale LLP	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 7700 Forsyth Blvd, Suite 1800	Requester's name and address (optional)
	6 City, state, and ZIP code St. Louis, MO 63105-1807	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
4	3	-	1	2	7	4	0	2	6

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 1/7/2026
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Josh Haner

Direct T 816.472.3138 F 816.221.0786

jhaner@atllp.com

March 12, 2026

Bryan Covinsky
Jackson County, Missouri, County Counselor
415 E. 12th Street, 2nd Floor
Kansas City, MO 64106
bcovinsky@jacksongov.org

**Re: Dale Covey v. Jackson County, MO d/b/a Jackson County Sheriff's Department
Case No. 2316-CV02257**

Dear Bryan:

Thank you for selecting our firm to represent you in the above-referenced matter. We appreciate the trust you have placed in us. This letter and the enclosed Standard Terms of Representation will describe the basis on which our firm will provide legal services to you.

Client. As we have discussed, our client in this matter will be Jackson County, Missouri d/b/a Jackson County Sheriff's Department (the "Client"). Unless otherwise provided in this letter or in a separate writing we send you, you agree our representation of you in the matter described below does not give rise to a lawyer-client relationship between our firm and any of the Client's affiliates, or any of the Client's or its affiliates' directors, officers, managers, members, employees, shareholders or owners. Accordingly, our representation of the Client in this matter will not give rise to any conflict of interest on the part of our firm in the event other clients of the firm are adverse to any of the Client's affiliates, or any of the Client's or its affiliates' directors, officers, managers, members, employees, shareholders or unit owners.

Scope of Engagement. We have been engaged to advise the Client solely in connection with defending the client in an employment lawsuit brought on by Dale Covey pending in Jackson County, Missouri. We have agreed that our engagement is limited to performance of services related to this matter, and our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter.

Further, we do not have responsibility for any tax matters and the scope of our representation will not include tax advice unless and until you specifically request, and we specifically agree, in writing.

We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing.

Fees. The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and business professionals multiplied by their individual hourly billing rates. Tyson Ketchum will

be the lawyer principally responsible for handling your matter and his hourly rate is \$600. We anticipate that Kevin Prewitt and Josh Haner will also work on the matter at a billing rate of \$550 and \$400 per hour. Our billing rates are revised at the start of each calendar year and otherwise are subject to change from time to time. As explained in the enclosed Standard Terms of Representation, other factors also may be taken into consideration in determining our fees.

Retainer. Normally our firm requires a retainer for all new engagements. However, we will waive this requirement at this time but reserve the right to request one in the future, should the Company change the scope of the engagement.

Artificial Intelligence. Artificial Intelligence or AI refers to technology systems capable of performing tasks with varying levels of autonomy, including by interpreting prompts and other data. AI is embedded in software and other programs essential to providing you with our services, including our e-discovery tools, internet search engines, computerized legal research software, and word processing programs. Generative AI refers to a category of artificial intelligence technology designed to create original content, and, in the legal context, Generative AI can be used in the review of documents, drafting documents and patents, conducting research, and other useful activities. You agree that we may use AI, including, where appropriate, Generative AI in performing our services for you, and we agree we will use AI, including Generative AI, in an ethical manner, protecting your confidential information and assuring the accuracy and appropriateness of any Generative AI output.

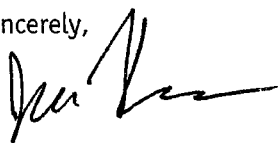
Marketing Permissions. Please review the marketing permissions set forth on the signature page to this engagement letter and select the marketing permissions, if any, that you wish to grant. You are not required to agree to any marketing permissions and you may refuse all or any of them.

Standard Terms of Representation. Additional information regarding other important items relevant to our engagement appears in the enclosed Standard Terms of Representation, which are incorporated as part of this letter and which you should review carefully.

Please review this letter carefully. If it meets with your approval, please have an authorized person sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin work; however, please note your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above. Please call me if you have any questions.

Thank you for the opportunity to represent you.

Sincerely,



Josh Haner

JH:jb

AGREED TO AND ACCEPTED:

By: _____

Title: _____

Date: _____

Marketing Permissions

Please review and check any boxes below where you are agreeing to the relevant permissions. Failure to check such a box will be interpreted as your refusal to agree. You are not required to agree to or grant any marketing permissions.

	Agreed/Permission Granted	Refused/Permission Denied
Client agrees to allow the firm to use Client's name in marketing materials	<input type="checkbox"/>	<input type="checkbox"/>
Client agrees to allow the firm to use Client's logo in marketing materials	<input type="checkbox"/>	<input type="checkbox"/>
Client agrees to allow the firm to refer to its representation of Client in the firm's marketing materials (no information relating to a transaction will be disclosed prior to the closing of a transaction and confidential information will not be disclosed in any event)	<input type="checkbox"/>	<input type="checkbox"/>
Client agrees to receive Alerts/Newsletters/Updates from the firm	<input type="checkbox"/>	<input type="checkbox"/>

Armstrong Teasdale LLP

STANDARD TERMS OF REPRESENTATION

This document sets forth the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. You should retain this document in your file.

The Scope of Our Work

The legal services that we will provide to you are described in our engagement letter. Our representation is limited to performance of the services described in that letter and does not include representation of you or your interests in any other matter.

We may express opinions or beliefs concerning your matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of your legal matters are expressions of our professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal lawyer contact. You are free to request a change of principal lawyer at any time. Subject to the supervisory role of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

Client Responsibilities

You agree to pay our invoices for services and expenses as provided below. Your obligation to pay for our services and expenses is not contingent on the ultimate outcome of your matter. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. In particular, if your matter involves litigation, you agree to make yourself available to attend trial, hearings, depositions and discovery conferences, and other proceedings, and to commit the appropriate time and sufficient resources to meet your discovery obligations.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your

behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by, or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

How Fees Will Be Set

The principal basis for computing our fees for the legal services we provide to you will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. The total cost of legal services for this matter cannot reasonably be known at this time. In addition to the hourly rates of the lawyers and other service providers, the factors that determine the total cost include time and labor required, the novelty and difficulty of the questions involved, acts of the opposing party or their counsel, the skill required to perform the services, and the experience and ability of the lawyers performing the services. In addition, we may also consider (but only in consultation with you) other factors, including the amount of time or value of property involved and the results obtained and time limitations imposed by you or by the circumstances. The total cost may therefore vary.

The hourly rates of our lawyers and legal assistants are adjusted from time to time, typically as of January 1 of each calendar year, to reflect current levels of legal experience, changes in overhead costs, and other factors. We will keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

Estimates of the fees and costs to be incurred in connection with your matter are estimates only and are inexact by nature. The actual amount of fees and costs incurred in handling a legal matter frequently varies from any estimate given, often due to changes in the scope of the matter or unforeseen circumstances. You agree we are not bound by any estimate or quotation of fees or costs we give unless we expressly agree in writing to be bound by such estimate or quotation.

If your matter involves litigation, once a trial or hearing date is set, we will require you to pay all amounts owed to us and deposit with us the fees we estimate will be incurred in preparing for and completing the trial or arbitration, including our fees and costs as well as any jury or arbitration fees. If you fail to timely pay any additional deposit requested, we will have the right to withdraw from the representation and to cease performing further work.

Costs

We will include on our invoices separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, electronic delivery of court documents and search fees and applicable sales or services taxes. Such expenses may also include filing fees and other outside costs discussed with you. You also agree to pay the charges related to copying or digital reproduction of documents for retention in our files. While our charges for these services are measured by use, they may not, in all instances, reflect our exact out-of-pocket costs. We would be pleased to discuss the specific schedule of charges for these additional services with you and to answer any questions that you may have. If you would prefer, in some situations we can arrange for these services to be provided by third parties with direct billing to you. Were it necessary to hire any third party, such as consultants or experts, with your advance permission, their fees and expenses generally will not be paid by us but will be billed directly to

you. You agree to indemnify Armstrong Teasdale for any claim made against us from an outside vendor for services rendered in connection with our representation of you.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and disbursements. You agree to make payments within 30 days of receiving our invoice.

We will give you prompt notice if your account becomes delinquent, and you agree to bring the account or the retainer deposit current. If an invoice remains unpaid within 60 days of its date, we may both suspend performance of our services to you until paid in full, or until you arrange for satisfactory payment terms for outstanding invoices and the payment of future fees and expenses, and add a late charge of 1% per month on the unpaid balance, commencing from the date of the invoice and continuing until paid. You agree to pay all costs of collection of delinquent invoices, including attorneys' fees and expenses, regardless of whether those fees are attributable to Armstrong Teasdale attorneys or outside attorneys engaged for the purpose of collection.

Termination of Representation; Changes in Law

You may at any time terminate our services and representation upon written notice to us. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on your behalf through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the specified matter, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If permission for withdrawal is required by a court or similar body, we will promptly request such permission, and you agree not to oppose our request.

After the conclusion of our representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after the conclusion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Disposition of Documents; Post-Engagement Changes

Unless previously terminated, our representation of you will terminate upon our sending you our final invoice for services rendered in the matter or matters we are handling for you. Following termination of our services, at your request, your file, including papers and property will be returned to you. Our own files pertaining to the matter will be retained by the firm, including, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. We may keep paper or digital copies of your file, which may include things such as lawyer notes, memoranda, legal and factual research, investigative reports, and other work product in the file. If you do not request your file after the termination of our services, the file and all documents retained by the firm will be stored in accordance with our records retention program, and you agree we may elect to store files and documents in

a paperless format. Unless your file has previously been returned to you or transferred to a new firm, we reserve the right to destroy or otherwise dispose of your file and any documents or other materials retained by us within a reasonable time after the termination of our services, and you agree that unless you have otherwise notified us in writing we will have the right to dispose of such files, documents, or other materials without further notice to you six years after termination of our services unless a different period is required by applicable rule or law.

Consent to Firm's Attorney-Client Privilege

From time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers, which could include conflict of interest issues and even issues raised because of a dispute between the firm and a client over the handling of a matter. If these issues arise, we typically seek the advice of our firm's general counsel office and we consider such consultations to be attorney-client privileged communications between firm personnel and counsel for the firm. We believe it is in our clients' interest, as well as the firm's interest, that in the event legal ethics or other issues arise during a representation, we receive analysis of our obligations, and accordingly, as part of our agreement concerning our representation of you, you agree that we have your consent to consult with our firm's general counsel office or, if we choose, outside counsel, and that the firm is not waiving any attorney-client privilege between firm personnel and such counsel.

Law Firm Client Disclosure

We frequently represent lawyers and law firms. This means that we may now represent or may in the future represent the lawyers or law firms that now or in the future may represent one or more of your adversaries in matters we are handling for you. We do not believe such representation does or would constitute a conflict. However, we would not be able to advise or represent you with respect to a motion for sanctions against, or a motion to disqualify, a lawyer or law firm that also is a client of ours unless you and the other lawyer or law firm consented to the same.

Consent to Future Conflicts in Unrelated Matters

Our firm is a relatively large law firm and represents many other companies and individuals. Thus, during the time we are representing you, we may also represent other present or future clients who may be direct competitors of yours, or otherwise may have business interests that are contrary to your interests and such clients may seek to engage this firm in connection with an actual or potential transaction, or pending or potential litigation, or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to your interests.

Based on the foregoing, you agree that our representation of you in this matter will not disqualify our firm from opposing you in other matters, including litigation, that are unrelated to the subject matter of this representation. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning you acquired by us as a result of our representation of you to your material disadvantage in connection with any litigation or other matter in which we are opposed to you. If necessary, we will erect an ethical screen between lawyers working on matters for you and those who would be adverse to you in a future matter.

Corporate Transparency Act

Unless our firm has expressly agreed to advise you on issues relating to the federal Corporate Transparency Act ("CTA") or any similar state statute, we have no obligation to provide advice regarding compliance with, or exemptions from, the CTA or similar state statutes. Unless expressly agreed otherwise, we will not make any initial filings or updated filings required under the CTA or any similar state statute and such filings will be your responsibility.

Disputes

We look forward to a mutually productive relationship with you. If, however, you become dissatisfied for any reason with the fees charged or the services we have performed, we encourage you to bring that to our attention immediately. In particular, we expect you to raise any disagreements about the amount of our fees or the services for which you have been billed within the first thirty days after a bill has been sent to you. We believe that most disputes between attorney and client can be resolved by good faith discussions between the parties and we therefore encourage you to bring such disputes and concerns to our attention as promptly as possible.

Additional Damages

Papers we file may request that the court award you attorneys' fees, treble damages, punitive damages, or prejudgment interest as part of your claim. These types of requests are rarely granted. Therefore, you should not, unless we advise you to the contrary, assume that any such recovery is forthcoming, nor should you assume that those items realistically will be part of any settlement negotiation.

Transactions That May Be Subject to Internal Revenue Service Reporting Requirements

United States Treasury Regulations require taxpayers engaging in certain types of transactions to disclose their participation in the transaction to the Internal Revenue Service (IRS).

The Treasury Regulations may also require us to maintain investor lists with respect to the transactions addressed above. These lists must contain specified information about the parties involved and the federal tax and financial aspects of a qualifying transaction, including information that may otherwise be protected from disclosure under state confidentiality rules or the attorney-client privilege. The regulations also require us to make these investor lists available to the IRS if it so requests. If we determine that an investor list must be maintained with respect to this engagement, we will do so, and we will request from you any information required to be included in the list. If, however, the IRS requests that we make such an investor list available, we will do so only after providing you with an opportunity to assert any reasonable claim of attorney-client privilege with respect to the information contained in the list.

bcc: Maureen Bryan