By its authorized officers:

Jesse J. Tyson

Jesse J. Tyson
Grand Sire Archon

Date: 5/10/2025

Attested:

Darrell B. Searcy
Grand Grammateus

Date:

TERMS OF ENGAGEMENT

We appreciate your decision to retain Motley Waller LLP as its legal counsel. This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that understanding these matters will improve our relationship and make our efforts more productive.

Our engagement and services to you are limited to the matter identified in the attached letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials required to perform the services identified in the letter. You will make such business or technical decisions and determinations as appropriate. However, you will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing unless otherwise specified in the letter.

Confidentiality and Related Matters

Several points deserve emphasis on the ethics of our profession that will govern our representation. As a matter of professional responsibility, we are required to preserve our client's confidences and secrets. This professional obligation and the legal privilege for attorney-client communications encourage candid and complete communication between a client and his lawyer. We can provide beneficial services for a client only if we know all information relevant to our representation. We thus trust that our attorney-client relationship with you will be based on mutual confidence and direct communication to facilitate our proper representation of you.

Additionally, you should know that when we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, persons in similar positions, or its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity alone, and no conflict of interest will be asserted by you because we represent persons with adverse interests to individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the entity's interests, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

Fees and Billing

We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed fee or other bases that we believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

For fixed-fee arrangements, certain terms apply. In that case, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work customarily involved in similar engagements. If any of these events occur, you agrees that our fees will be based on the other factors described below unless you and we agree on a revised fixed fee. For blended rate arrangements, you will be billed on an average rate of all timekeepers combined instead of each timekeeper's normal billing rate.

If the attached letter does not provide for a fixed fee or blended rate, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in these paragraphs.

When establishing fees for services that we render, we are guided mainly by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources