

## POWER COALITION LITIGATION AGREEMENT

This POWER Coalition Litigation Agreement (this “Agreement”) is entered into as of May 14, 2026, by and among: (i) Property Owners Withstanding ETJ Retractions, Inc., a Texas nonprofit corporation (“POWER”); (ii) Counsel (as defined below); and (iii) the individuals and entities listed in Appendix 1, as amended from time to time (each, a “Property Owner”).

### RECITALS

- A. The purpose and mission of POWER is to challenge the City of Austin’s (the “City”) unlawful retraction of releases from the extraterritorial jurisdiction (“ETJ”) previously granted to the Property Owners, to seek a ruling from the courts invalidating the City’s attempts to reassert extraterritorial jurisdiction over the Property Owners’ properties following that release, and to pursue legislative amendments that will better protect the right to be released from a municipality’s ETJ.
- B. The Property Owners’ properties were properly released from the City’s ETJ pursuant to applicable Texas law. Thereafter, the City purported to retract those releases by letters asserting that the Property Owners’ properties are ineligible for ETJ release due to their proximity to the Bee Caves Armory, which the City characterizes as a “military base.” POWER and the Property Owners contend that the City’s retraction is unlawful and without legal effect, and that the Property Owners are entitled to a judicial determination confirming the validity and finality of their original ETJ releases.
- C. Each of the Property Owners:
  - (i) owns real property that the City of Austin released from its ETJ, but was subsequently subjected to the City’s claim to retract (or void) that release, stating the property was ineligible for release due to its proximity to the Bee Caves Armory, which the City contends is a “military base”;
  - (ii) has filed, intends to file, or wishes to join a complaint and/or lawsuit in federal court against the City and/or related entities, challenging the City’s unlawful retraction of the ETJ release previously granted to the Property Owners (each such proceeding, a “Proceeding”);
  - (iii) is, or will be, represented by Bill Cobb and Alexa Gervasi and any law firms or other counsel associated by that counsel (collectively, “Counsel”) as a plaintiff, potential plaintiff, property owner, or potential property owner in a Proceeding; and
  - (iv) desires that Axis Strategies (“Axis”) provide lobbying services to POWER to advance the interests of some or all of the Property Owners.

- D. To make the prosecution of the Proceedings possible and efficient, each Property Owner desires to grant POWER the authority to take certain actions and to make certain decisions related to the Proceedings, as set forth herein.

## **AGREEMENT**

In consideration of the mutual promises and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. APPOINTMENT OF POWER**

- 1.1. **Appointment.** The Property Owners hereby appoint POWER to act on their behalf in accordance with the terms of this Agreement.
- 1.2. **Nature of POWER's Role.** POWER acts solely as an administrative and coordination entity on behalf of the Property Owners. This Agreement does not create a partnership, joint venture, or agency relationship among the Property Owners. POWER is not a law firm and does not provide legal advice. By executing this Agreement and making a contribution under Section 5.5, each Property Owner becomes a member of POWER. POWER's purpose and the interests advanced in any Proceeding are germane to the protection of each Member's property and ETJ-release rights. The coordinated representation contemplated by this Agreement is not a class action and does not create any class, and no Property Owner shall be bound by any outcome except to the extent individually agreed or ordered by a court of competent jurisdiction. Each Property Owner retains his, her, or its individual claims and the right to pursue those claims independently, subject to the terms of this Agreement.

### **2. POWERS, DUTIES, PRIVILEGES, INDEMNIFICATION, AND ACTIONS OF POWER AND ITS BOARD MEMBERS**

- 2.1. **Authorization.** Each Property Owner irrevocably authorizes POWER to take such actions and to exercise such powers as are provided in this Agreement.
- 2.2. **Communication with Counsel.** Each Property Owner agrees that communications between any Property Owner and Counsel will be conducted through the members of the Board of Directors of POWER. For matters related to any Proceeding, each Property Owner will communicate with POWER, which will then communicate with Counsel. Unless POWER's Board of Directors consents in advance, Counsel will not communicate directly with any lawyers for individual Property Owners in relation to any actual or anticipated Proceeding.

The current members of POWER's Board of Directors are Curtis Ford (Chair), Craig Jenkins, and Haylee Ford. Nothing herein shall prevent a Property Owner from communicating directly with Counsel upon reasonable written request to POWER's Board of Directors. POWER shall promptly facilitate such communication. Any direct communication between a Property Owner and Counsel shall be shared with POWER to the extent it concerns matters of joint strategy or shared interest in the Proceedings.

- 2.3. **Decision-Making Regarding Proceedings.** Each Property Owner authorizes POWER, in consultation with Counsel, to make tactical, strategic, and procedural decisions relating to the conduct of any Proceedings on behalf of such Property Owner, but specifically excluding any binding decision to settle a Proceeding. Additionally, each Property Owner authorizes Counsel to dismiss or otherwise drop particular claims in a Proceeding that Counsel, in its discretion, either (a) deems cannot be maintained in good faith or (b) believes should be dropped in the best interest of the Property Owners as a whole. Notwithstanding the foregoing, each Property Owner retains, as to such Property Owner's own claims, the rights reserved to a client under Texas Disciplinary Rule of Professional Conduct 1.02, including the right to decide whether to accept or reject any settlement of such Property Owner's individual claims, to decide whether to testify, and to decide whether to pursue an appeal of any adverse ruling specific to such Property Owner.
- 2.4. **Intervenors.** POWER may, in its sole discretion, elect not to challenge or elect to challenge the intervention of any potential plaintiff in any Proceeding, whether such potential intervenor is represented by Counsel or other legal counsel. If POWER elects not to challenge such intervention, no additional permission of any Property Owner is required, no Property Owner shall challenge such intervention, and such person, if represented by Counsel, shall be treated as approved as an intervenor for purposes of Section 3.1. If POWER elects to challenge the intervention of a potential plaintiff, POWER shall have full discretion to appoint any Property Owner to challenge, through Counsel, such intervention.
- 2.5. **Attorney-Client Relationship.** The Property Owners, having executed this engagement agreement with Counsel, agree that Counsel shall also have an attorney-client relationship with POWER, and Counsel may communicate with POWER concerning any Proceeding.

- 2.6. **Decision-Making Regarding Lobbying Efforts.** Each Property Owner authorizes POWER, in consultation with Axis and Counsel, to make decisions relating to the conduct of lobbying efforts on behalf of POWER's membership.
- 2.7. **Privileges, Immunities, and Indemnification of Board Members.** Each Property Owner acknowledges that Texas's Nonprofit Corporation Act (Chapter 22, Texas Business Organizations Code) applies to actions taken by members of POWER's board of directors. Under that Act, any person seeking to establish liability of a director must prove that the director did not act: (a) in good faith; (b) with ordinary care; and (c) in a manner the director reasonably believed to be in the best interest of the corporation. Further, POWER's directors are not considered to have the duties of a trustee of a trust with respect to POWER or property held or administered by POWER. Notwithstanding the foregoing, no Property Owner shall be obligated to indemnify any board member or Counsel for any claim arising from such person's gross negligence, willful misconduct, fraud, or bad faith. Notwithstanding the foregoing or anything in this Agreement to the contrary, no Property Owner shall be obligated to indemnify, and the indemnification and hold-harmless provisions of this Section 2.7 shall not apply to, Counsel for any claim arising from or relating to Counsel's professional negligence, legal malpractice, breach of fiduciary duty, gross negligence, willful misconduct, fraud, or bad faith, or any other matter as to which indemnification is prohibited by Texas Disciplinary Rule of Professional Conduct 1.08(g) or other applicable law. **TO THE FULLEST EXTENT ALLOWED BY LAW, EACH PROPERTY OWNER AGREES AND COVENANTS TO HOLD HARMLESS AND INDEMNIFY THE MEMBERS OF POWER'S BOARD OF DIRECTORS AND ITS COUNSEL FOR CLAIMS MADE AGAINST THE BOARD, ANY BOARD MEMBER, AND/OR COUNSEL RELATED TO THIS AGREEMENT OR ANY PROCEEDING, OTHER THAN ANY CLAIM EXCLUDED BY THE PRECEDING SENTENCE.**
- 2.8. **Media and Public Statements.** Each Property Owner agrees that all public statements, press releases, social media posts, and communications with media outlets regarding the Proceedings, this Agreement, or the City's ETJ retraction shall be coordinated through and approved by POWER in advance. No Property Owner shall make any public statement that contradicts POWER's official position, discloses confidential litigation strategy, or could reasonably be construed as an admission adverse to the interests of the Property Owners as a group. POWER shall use reasonable efforts to consult with Property Owners before issuing any public statement that specifically references individual Property Owners by name or property. This Section shall not prevent any

Property Owner from making truthful statements about his, her, or its own property or ETJ status in the ordinary course of business.

- 2.9 **Board Decision-Making; Deadlock.** Decisions of POWER's Board of Directors under this Agreement shall be made by majority vote of the Board members then serving. In the event of a deadlock, Curtis Ford, as Chair of the Board, shall have a casting vote. If the Chair is unable to act, the matter shall be tabled for no more than fifteen (15) days, during which the Board shall use good faith efforts to resolve the deadlock. If the deadlock is not resolved within such period, POWER shall be deemed to have elected not to take the proposed action and the status quo shall be maintained.

### 3. **JOINDER OF ADDITIONAL PROPERTY OWNERS**

- 3.1 **Joinder.** At the sole discretion of POWER, POWER may approve any person proposed to be represented by Counsel as a potential intervenor in any Proceeding. Upon such approval, (a) no Property Owner will challenge such intervention in accordance with Section 2.4, and (b) such approved person shall become a party to this Agreement as a Property Owner by executing a counterpart signature page, accepting and agreeing to be bound by all terms and conditions of this Agreement, including without limitation the provisions of Section 5. Upon the admission of an additional Property Owner, POWER shall amend Annex 1 to reflect such addition.
- 3.2 **Lead Case Designation.** POWER, in consultation with Counsel, may designate one or more Property Owners as lead plaintiffs in any Proceeding (each, a "Lead Case"). The selection of Lead Case plaintiffs shall be based on the strength of individual facts, property characteristics, procedural posture, and other factors deemed relevant by Counsel in its professional judgment. A Property Owner not selected as a Lead Case plaintiff shall remain a party to this Agreement and shall continue to be bound by its terms. POWER shall communicate the basis for Lead Case designation to all Property Owners in writing. The outcome of any Lead Case shall not automatically bind non-Lead Case Property Owners except to the extent a court of competent jurisdiction so orders.

### 4. **SETTLEMENT**

- 4.1 **Decision-Making Regarding Settlement.** Each Property Owner agrees that POWER may communicate with Counsel and others in settlement-related communications and negotiations on behalf of the Property Owners.

Notwithstanding the foregoing, POWER is not authorized to bind any Property Owner to any final settlement of a Proceeding except as provided herein. POWER shall consult with Counsel regarding settlement offers, and if a settlement offer is acceptable to POWER, POWER will recommend that the Property Owners approve such offer.

- 4.2 **Property Owner Approval of Settlement.** Upon recommendation by POWER, any offer to settle a Proceeding shall be communicated directly by Counsel to all Property Owners in writing. Such written communication shall include, consistent with Texas Disciplinary Rule of Professional Conduct 1.08(f): (i) the total amount (if any) and material terms of the proposed settlement; (ii) the existence and nature of all claims being resolved; (iii) the participation of each Property Owner in the settlement, including the specific amount, in-kind consideration, or other relief allocated to each Property Owner and the methodology for that allocation; and (iv) the amount of attorneys' fees and expenses to be reimbursed to POWER from the settlement (if any). The notice shall also provide a response deadline of not less than thirty (30) days from the date of receipt by such Property Owner (the "Response Deadline"). Only a Property Owner who affirmatively consents in writing on or before the Response Deadline shall be bound by such settlement. A Property Owner who fails to respond or who affirmatively rejects the settlement on or before the Response Deadline shall be deemed to have rejected the settlement and shall not be bound thereby. No settlement shall take effect as to any Property Owner absent such Property Owner's affirmative written consent". A Property Owner who declines to consent to a settlement recommended by POWER and approved by a majority of the Property Owners participating in the affected Proceeding shall retain his, her, or its claims, but Counsel shall have the right to seek to withdraw from the representation of such Property Owner (subject to court approval where required by applicable rule), and such Property Owner hereby consents in advance to such withdrawal. Upon withdrawal, the non-consenting Property Owner's claims shall be severed from the joint Proceeding, and POWER shall have no further obligation to fund the prosecution of such Property Owner's claims. A Property Owner who declines to consent to a settlement shall have no right to a refund of contributions made to POWER. Counsel retains the right to dismiss particular claims consistent with Section 2.3.
- 4.3 **Judgment.** The provisions of Sections 4.1 and 4.2 are not applicable if a Proceeding proceeds to trial and damages or final equitable relief is awarded by judgment. If a Proceeding proceeds to trial and such relief is awarded, each

Property Owner is entitled to receive the amounts (or other relief) awarded to such Property Owner upon judgment and collection, net of expenses and attorneys' fees, which fees and expenses shall be reimbursed to POWER out of any award to the extent paid by POWER.

**5. LIMITATION OF LIABILITY; NO FIDUCIARY DUTIES; EXPENSES; PAYMENTS REQUIRED OF PROPERTY OWNERS**

- 5.1 **Duties.** POWER shall perform its obligations hereunder in a manner POWER reasonably believes to be in the interests of the Property Owners; provided, however, that the fiduciary duties of POWER's directors shall run solely to POWER. Except as expressly provided herein, each Property Owner agrees that POWER, POWER's directors and agents, and other Property Owners do not have any fiduciary duties to any other Property Owner. So long as POWER performs its duties in compliance with this Section 5.1, neither POWER nor any of its directors shall be liable by reason of this Agreement.
- 5.2 **Exculpation; Waiver.** Neither POWER nor any of its directors, nor any of the entities with which POWER is or may become affiliated, shall be liable or responsible to any Property Owner for any action taken or omitted to be taken by POWER or any such person hereunder, under any related agreement, instrument, or document, or in connection with any Proceeding or lobbying efforts. This Section 5.2 does not extend to Counsel, whose liability to any Client is governed by applicable law and the Texas Disciplinary Rules of Professional Conduct, and not by this Section.
- 5.3 **Fee Agreements and Billing Policies.** POWER agrees to pay Counsel the rates in effect on the date the work was performed. POWER has established a fund for the payment of Counsel's fees and expenses to which the Property Owners and other similarly situated persons have contributed. Counsel will submit monthly invoices for fees and expenses to POWER, which will review the invoices and pay Counsel from the fund. Payments for outstanding invoices are due within thirty (30) days of receipt. Interest is not charged unless accounts are more than thirty (30) days past due, in which case interest accrues at the rate of five percent (5%) per annum from the date of delinquency, or at the highest rate allowed by law, whichever is less. Counsel has presented POWER with a budget for each anticipated stage of the Proceedings. By execution of this Agreement, POWER and Counsel approve that budget and agree to periodically consult on any required changes thereto.

- 5.4 **Expenses Incurred by Counsel.** In addition to the fees set forth in Section 5.3, POWER agrees to pay all reasonable expenses incurred by Counsel, which typically include, without limitation, filing fees, deposition transcripts, copies, hearing and trial exhibits, consultant and expert fees, document-storage and handling expenses, expenses for obtaining copies of records, and travel expenses. POWER authorizes Counsel to incur and pay such out-of-pocket expenses as are reasonably necessary for Counsel to represent POWER effectively. Counsel will not add surcharges or other fees to third-party charges. Internal costs such as copies, long-distance calls, and facsimile charges shall be billed at Counsel's standard rate for such expenses.
- 5.5 **Payments Required of Property Owners.** To be represented by Counsel in litigation, a Property Owner must contribute to POWER at least one of the following participation amounts: (a) a one-time fixed contribution of \$500, \$1,000, \$5,000, \$10,000, or \$25,000; or (b) a monthly contribution of \$500 or \$1,000 per month. POWER shall determine the minimum contribution level required for participation in its sole discretion.
- 5.6 **Monthly Contribution Obligations.** A Property Owner who elects to contribute on a monthly basis pursuant to Section 5.5(b) shall make each monthly contribution on or before the first day of each calendar month. If a monthly contributor fails to make any required monthly contribution within fifteen (15) days after written notice from POWER of such failure, POWER may, in its sole discretion, (a) suspend Counsel's obligation to represent such Property Owner pending cure, and/or (b) terminate such Property Owner's participation in this Agreement upon written notice. A Property Owner whose participation is terminated for non-payment shall have no right to a refund of prior contributions and shall be deemed to have consented in advance to the withdrawal of Counsel from such Property Owner's representation. The minimum number of monthly contributions required to remain in good standing shall be determined by POWER in its sole discretion and communicated to monthly contributors in writing.
- 5.7 **Directors and Officers Insurance.** POWER does not currently maintain directors and officers liability insurance ("D&O Insurance") covering the members of its Board of Directors. Each Property Owner acknowledges this fact and agrees that the indemnification obligations set forth in Section 2.7 and the liability limitations set forth in Sections 5.1 and 5.2 are the sole contractual protections afforded to POWER's directors in connection with this Agreement.

6. **DISCLOSURES FROM COUNSEL; WAIVER OF ACTUAL OR POTENTIAL CONFLICTS OF INTEREST**

6.1 **Identity of Clients.** Counsel's representation shall extend only to POWER and any Property Owner who signs this Agreement and complies with its terms (each, a "Client"). Counsel shall not represent any other individual shareholders, affiliates, individual members, or individual board members of a Client except as specifically agreed in a separate written engagement agreement or written supplement to this Agreement.

6.2 **Potential or Actual Conflicts of Interest.** POWER and Counsel are committed to advancing the interests of all Property Owners and believe that all Property Owners have strong arguments for challenging the City's unlawful retraction of the ETJ release. Because Counsel is representing multiple Clients, however, it is necessary to disclose actual and potential conflicts of interest that could arise between different groups of Clients. For example, different facts may apply to different Clients—different properties may be situated differently with respect to the Bee Caves Armory or may have received different communications from the City regarding their ETJ status—and as a result, different Client groups may be able to advance arguments or obtain results that are not available to all Clients. By way of further example and not limitation, potential conflicts include: (i) a Property Owner whose property facts most strongly support the legal theory may receive disproportionate benefit from a favorable ruling compared to Property Owners with weaker individual facts; (ii) a settlement that is financially advantageous to the majority of Property Owners may not adequately compensate a Property Owner with unique circumstances; (iii) litigation strategy decisions made in the interest of the group as a whole may require deprioritizing arguments that would benefit only certain Property Owners; and (iv) Property Owners who have made larger contributions may have stronger economic incentives to pursue or settle the Proceedings than Property Owners with smaller contributions. By signing below, each Property Owner agrees to waive these potential or actual conflicts of interest to permit Counsel to jointly represent all Clients, and also agrees not to sue POWER, its board members, or Counsel based on such matters. Each Property Owner acknowledges that he, she, or it has had the opportunity to consult with independent counsel regarding these conflicts before executing this Agreement. This waiver is given after Counsel has, in accordance with Texas Disciplinary Rule of Professional Conduct 1.06(c)(2), explained in writing the advantages and risks of the joint representation, including the conflicts

identified above. The waiver does not, and cannot, extend to any conflict of interest that is non-consentable as a matter of law, including any direct adversity between or among Clients that becomes irreconcilable in the course of the representation. If such a non-consentable conflict arises, or if a previously waived conflict becomes materially adverse to the joint representation, Counsel may be required to withdraw from the representation of one, some, or all Clients. In that event, Counsel shall comply with Texas Disciplinary Rule of Professional Conduct 1.15 and Section 7.2 of this Agreement.

6.3 **Communications in a Joint Representation.** In a joint representation, Counsel must share all material information with all jointly represented Clients, which will occur through POWER, acting as the duly authorized agent of each Client for purposes of receiving and transmitting privileged communications. The inclusion of POWER and its directors and officers in privileged communications shall not waive the attorney-client privilege as against any third party. A communication between Counsel and one Client regarding material information is not privileged as to the other jointly represented Clients. Accordingly, Counsel cannot honor any request to withhold from another represented party material information received in this representation. Notwithstanding the foregoing, the attorney-client privilege does apply as against opposing parties that may attempt to learn the content of Counsel's communications with any Client. If a Property Owner ceases to be a Client (whether by withdrawal, termination for non-payment, opt-out, or otherwise), communications made in the course of the joint representation while such person was a Client shall remain non-privileged as among such former Client, the remaining Clients, and POWER, and Counsel and POWER shall be entitled to use such communications in defending against any claim by, or in any proceeding adverse to, such former Client to the same extent permitted by Texas Rule of Evidence 503(d)(5) and other applicable law.

6.4 **Disagreements Regarding Strategy.** Another potential consequence of joint representation is disagreement among the Clients regarding legal or lobbying strategies and tactics. A particular strategy or tactic may confer a greater benefit on one Client or set of Clients than on others. Under these circumstances, and subject to POWER's decision-making authority set forth above, Counsel will consult with and follow the instructions of POWER regarding strategies and tactics to pursue in any Proceeding. Any Property Owner who believes that the decisions of POWER and Counsel are not in his,

her, or its best interests may retain independent legal counsel. The primary objectives of POWER are for the Property Owners to challenge the City of Austin's unlawful retraction of the ETJ release previously granted to the Property Owners, to seek a ruling invalidating the City's attempts to reassert ETJ jurisdiction over the Property Owners' properties, and to pursue legislative amendments that will better protect the right to be released from a municipality's ETJ. If you do not agree with those objectives, do not sign this Agreement.

- 6.5 **Counsel's Fees; Right to Associate Counsel.** POWER and the other Clients agree to pay Counsel's discounted hourly rates of \$850 for senior partners, \$650 for junior partners, \$450 for associates, and \$250 for paralegals. Counsel may associate one or more lawyers outside its firm to assist in this representation on a contract basis.
- 6.6 **Use of Artificial Intelligence.** Counsel may use generative artificial-intelligence and machine-learning systems for research, drafting, and review. Counsel will not input confidential information without safeguards. All AI output is attorney-reviewed. POWER has approved the use of AI tools in this matter. POWER may, at any time, instruct Counsel to limit or cease their use of AI tools. Doing so may affect the timing of work product and the cost of attorney fees. Counsel will notify all Clients promptly of any confirmed unauthorized disclosure of their confidential information involving these tools or otherwise.
- 6.7 **Litigation Risk Disclosure.** Each Property Owner acknowledges that litigation involves inherent risks and uncertainties, including the following: (a) Cost Uncertainty—actual attorneys' fees and litigation expenses may substantially exceed any budget estimate provided by Counsel, and POWER cannot guarantee that current contribution levels will be sufficient to fund the Proceedings through final resolution; (b) Timeline Uncertainty—the Proceedings may take significantly longer than anticipated, and delays caused by court scheduling, appellate proceedings, or other factors are outside Counsel's or POWER's control; (c) Adverse Precedent—an unfavorable ruling in any Proceeding could establish legal precedent that adversely affects the Property Owners' positions in other proceedings or future challenges; and (d) No Guarantee of Relief—even a favorable ruling may not result in the relief sought if the City takes further legislative or administrative action. Each Property Owner accepts these risks as a condition of participation in this Agreement.

6.8 **Third-Party Payer Acknowledgment.** Each Property Owner acknowledges that POWER will pay all or a portion of Counsel's fees and expenses on behalf of the Clients, that this constitutes payment of legal fees by a person other than the client within the meaning of Texas Disciplinary Rule of Professional Conduct 1.08(e), and consents to that arrangement. POWER's payment of fees shall not interfere with Counsel's independent professional judgment or with the attorney-client relationship between Counsel and each Client. Information relating to the representation of any Client shall remain subject to the duty of confidentiality under Texas Disciplinary Rule of Professional Conduct 1.05, and POWER shall hold all such information received from Counsel in confidence and shall not disclose it to any third party (other than its directors, officers, employees, and agents with a need to know) without the consent of the affected Client or as required by law. No direction, instruction, or recommendation from POWER shall override Counsel's duties to any individual Client under the Texas Disciplinary Rules of Professional Conduct.

## 7. TERMINATION

7.1 **Termination by POWER or Counsel.** POWER reserves the right to terminate Counsel's representation at any time by written notice to Counsel. Counsel reserves the right to withdraw from this Agreement if POWER or any Property Owner engages in conduct that renders it unreasonably difficult to pursue the Proceeding, or if POWER fails to pay Counsel as required under this Agreement.

7.2 **Voluntary Withdrawal by Property Owner.** Any Property Owner may voluntarily withdraw from this Agreement and terminate Counsel's representation of such Property Owner at any time by written notice to POWER and Counsel. Upon withdrawal: (a) Counsel shall comply with the file-transfer obligations set forth in Section 7.4; (b) Counsel shall take such steps as are required by Texas Disciplinary Rule of Professional Conduct 1.15 to avoid prejudice to the withdrawing Property Owner, including, where Counsel is counsel of record, seeking court approval of withdrawal as required by applicable rule; (c) the withdrawing Property Owner's claims shall be severed from the joint Proceeding, and POWER shall have no further obligation to fund the prosecution of such Property Owner's claims; and (d) the withdrawing Property Owner shall have no right to a refund of contributions made to POWER. The obligations of the withdrawing Property

Owner under Sections 2.7, 2.8, 5.2, 6.2, 6.3, 8.5, and 8.6, and all conflict and privilege waivers given in this Agreement, shall survive such withdrawal.

- 7.3 **Transfer of Property; Successor Joinder.** Because standing in each Proceeding depends on continuing ownership of the subject property, each Property Owner agrees that: (a) the Property Owner shall give POWER and Counsel written notice not less than fifteen (15) days before the closing of any sale, conveyance, or other transfer of all or any material interest in the property identified on such Property Owner's signature page to Annex 1; (b) the Property Owner shall use commercially reasonable efforts to cause the transferee to execute a joinder to this Agreement on the form provided by POWER, by which the transferee becomes a Property Owner, accepts an assignment of the litigation rights associated with the property, and assumes the transferring Property Owner's obligations under this Agreement as to that property going forward; (c) to the extent permitted by applicable law and subject to POWER's consent, the transferring Property Owner hereby assigns to such transferee, contingent on the transferee's execution of the joinder, all of such Property Owner's litigation rights arising out of the ETJ retraction described in the Recitals; and (d) if no joinder is executed, POWER and Counsel may, in their discretion, dismiss the affected claims, substitute the transferee as the real party in interest if and to the extent permitted by the court, or take such other action as Counsel deems appropriate in light of the transfer. Failure to provide timely notice of a transfer shall not relieve the transferring Property Owner of obligations under this Agreement that accrued before the transfer.
- 7.4 **File Transfer Obligations.** Upon termination of Counsel's representation of any Property Owner, whether by withdrawal, opt-out, or otherwise, Counsel shall, within fifteen (15) days of such termination: (a) provide such Property Owner with copies of all pleadings, court filings, and correspondence specific to that Property Owner's individual claims; (b) cooperate in good faith with any successor counsel engaged by such Property Owner; and (c) take reasonable steps to avoid prejudice to such Property Owner's interests during any transition period. Counsel shall not be required to provide work product developed solely for the benefit of POWER or the Property Owner group as a whole, or documents subject to joint privilege, without the written consent of POWER.

8. MISCELLANEOUS

- 8.1 **Effective Date.** The effective date of this Agreement is May 14, 2026.
- 8.2 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any conflicts-of-law provision or rule that would cause the laws of any other jurisdiction to apply. The parties agree that (a) any dispute solely among the parties to this Agreement (and not, for the avoidance of doubt, any Proceeding against the City of Austin or any related defendant) arising out of this Agreement shall be brought exclusively in the state or federal courts located in Travis County, Texas; (b) such courts shall have exclusive and mandatory jurisdiction over all such disputes; and (c) each party consents to the personal jurisdiction of such courts and waives any objection to venue or to the convenience of such forum. Nothing in this Section shall be construed as a waiver of any party's right to select the forum for any Proceeding against the City of Austin or any related defendant, as a concession of proper venue in any such Proceeding, or as a consent to personal jurisdiction in any such Proceeding.
- 8.3 **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be executed and delivered via DocuSign or other electronic signature solution, facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed duly and validly delivered and effective for all purposes.
- 8.4 **Entire Agreement.** This Agreement, together with the other documents referenced herein, constitutes the entire agreement among POWER, the Property Owners, and Counsel with respect to its subject matter. This Agreement may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties, and there are no unwritten oral agreements among the Property Owners, POWER, and Counsel relating to the subject matter hereof.
- 8.5 **Non-Refundable Contributions.** Each Property Owner acknowledges and agrees that (a) any contributions made to POWER are nonrefundable, (b) POWER will use contributions as it sees fit to further its mission, and (c) POWER and Counsel make no warranties or guarantees regarding the

results of legal or lobbying efforts related to disputes involving the City of Austin.

- 8.6 **Disposition of Remaining Funds.** After the resolution of the Proceedings, there may be unused or unspent contributions remaining in POWER's accounts. Within a reasonable time after POWER has paid all of its expenses, including the costs of preparing a final tax return and winding down the corporation, POWER's board of directors shall determine, in its sole discretion, the appropriate disposition of any remaining funds in accordance with POWER's organizational documents and applicable law. No individual Property Owner shall have any right to a refund of contributions made to POWER.
- 8.7 **Obligation to Contribute.** Except as provided by separate agreement, Counsel and POWER shall have no obligation to represent the interests of any Property Owner who has failed to make the required contribution to POWER as described in Section 5.5.
- 8.8 **Payment of Contributions.** To ensure sufficient funding for the current POWER litigation and lobbying efforts, each Property Owner must make a contribution in one of the amounts set forth in Section 5.5 to participate in this Agreement. If you have not already done so, please make your contribution to POWER upon execution of this Agreement.
- 8.9 **Tax Treatment of Contributions.** Neither POWER nor Counsel provides tax advice. The tax treatment of contributions made to POWER—including whether any portion of such contributions may be deductible for federal or state income tax purposes—will depend upon POWER's tax-exempt status and the specific circumstances of each Property Owner. Each Property Owner is strongly encouraged to consult with his, her, or its own tax attorney or tax advisor regarding the deductibility of any contributions to POWER before making a contribution. POWER and Counsel make no representation or warranty as to the tax consequences of participating in this Agreement. POWER currently intends to apply for recognition as a tax-exempt organization under the Internal Revenue Code. No determination letter has yet been issued, and there is no guarantee that tax-exempt status will be granted. The deductibility of contributions, if any, will depend on the tax-exempt status ultimately recognized and the nature of each Property Owner's contribution relative to any benefit received. Each Property Owner should not assume that contributions are deductible for federal or state income tax purposes without first consulting his, her, or its own tax advisor.

- 8.10 **Amendment.** This Agreement may be amended with the written approval of POWER, Counsel, and a majority of the Property Owners; provided, however, that an amendment that (i) increases any required contribution under Section 5.5 or 5.6, (ii) modifies Sections 2.3, 2.7, 4.1, 4.2, 4.3, 5.1, 5.2, 6.1, 6.2, 6.3, 6.8, or 7.3 in a manner materially adverse to a Property Owner, (iii) expands the scope of any waiver, release, or indemnification given by Property Owners, or (iv) modifies this Section 8.10, shall require the additional written consent of each Property Owner adversely affected thereby. Any amendment, modification, or waiver so executed shall be binding on all Property Owners subject to the limitations of this Section 8.10.
- 8.11 **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be severed from this Agreement and the remaining provisions shall be interpreted and enforceable in accordance with their terms.
- 8.12 **No Guarantee of Results.** Counsel cannot make any warranties or guarantees regarding the results to be obtained or the total amount of fees and expenses the Clients will incur. The outcome and total cost are uncertain and will be governed by factors often beyond Counsel's control.
- 8.13 **State Bar Disclosure; Texas Lawyer's Creed.** As required by the State Bar Act, Counsel advises each Client that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide information about how to file a complaint. For more information, please call 1-800-932-1900 (toll-free). Counsel subscribes to *The Texas Lawyer's Creed—A Mandate for Professionalism* (available at <https://www.law.uh.edu/libraries/ethics/lcreed/index.html>). Counsel intends to abide by this Creed. The Clients consent to its application.
- 8.14 **Notices.** All notices, demands, requests, consents, approvals, and other communications required or permitted under this Agreement (each, a "Notice") shall be in writing and shall be deemed duly given when (a) delivered by hand with written confirmation of receipt; (b) sent by nationally recognized overnight courier with written confirmation of receipt; (c) sent by certified or registered mail, return receipt requested, postage prepaid; or (d) sent by email with confirmation of receipt by the addressee, provided that a copy is simultaneously sent by one of the methods described in clauses (a) through (c). Notices to POWER shall be addressed to its Board

of Directors at POWER's principal office or such email address as POWER designates in writing. Notices to Counsel shall be addressed to Bill Cobb and Alexa Gervasi at their principal office or such other address as Counsel designates in writing. Notices to a Property Owner shall be addressed to the address or email set forth on such Property Owner's signature page in Annex 1, or such other address as a Property Owner may designate by written notice to POWER.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**PROPERTY OWNERS WITHSTANDING ETJ RETRACTIONS, INC. a  
Texas nonprofit corporation**

\_\_\_\_\_  
**Property Owners Withstanding ETJ Retractions  
(POWER), a Texas nonprofit corporation**

**Curtis Ford**

*Chair, Board of Directors*

Dated: 5-19-2026

\_\_\_\_\_  
**Bill Cobb, Esq.**

*Counsel for POWER*

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Alexa L. Gervasi, Esq.**

*Counsel for POWER*

Dated: \_\_\_\_\_

**ANNEX 1**  
**PROPERTY OWNERS**

**For Individual Property Owners:**

By executing this Annex 1, the undersigned Property Owner represents and warrants that: (a) he, she, or it is the record owner (or duly authorized representative of the record owner) of the property identified below; (b) such property was released from the City of Austin's ETJ prior to the City's purported retraction; (c) the Property Owner received notice of the City's retraction of such ETJ release; (d) the undersigned has full power and authority to execute this Annex 1 and to bind every other record owner of the property (including any spouse with a community-property or homestead interest, any joint tenant, any tenant in common, and any beneficial owner), and has either obtained the written consent of each such co-owner or, by contemporaneous signature on the form provided by POWER, caused each such co-owner to join in this Annex 1; (e) the undersigned has delivered to Counsel, or will deliver to Counsel within fifteen (15) days after execution, copies of (i) the City's release letter, (ii) the City's retraction letter, (iii) the deed or other evidence of record title, and (iv) the legal description of the property as recorded in the official public records of the county in which the property is situated; and (f) all information provided herein is true, accurate, and complete as of the date of execution.

By the signature below, the undersigned Property Owner acknowledges that it had a reasonable opportunity to review the terms of the POWER Coalition Litigation Agreement and to consult with independent counsel, and that the undersigned Property Owner agrees to be bound by the terms set forth in the POWER Coalition Litigation Agreement.

<b>Full Legal Name</b>	
<b>Signature</b>	
<b>Property Address</b>	
<b>Mailing Address (if different)</b>	
<b>Email Address</b>	
<b>Contribution Amount</b>	
<b>Payment Date(s)</b>	
<b>Date of Execution</b>	

**For Entity Property Owners (corporations, LLCs, LPs, trusts, etc.):**

By executing this Annex 1, the undersigned Property Owner represents and warrants that: (a) it is the record owner (or duly authorized representative of the record owner) of the property identified below; (b) such property was released from the City of Austin's ETJ prior to the City's purported retraction; (c) the Property Owner received notice of the City's retraction of such ETJ release; (d) the undersigned entity is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, the individual signing on its behalf is duly authorized to do so by all necessary corporate, limited liability company, partnership, or trust action, and the execution of this Annex 1 by such individual binds every other record owner or beneficial owner of the property; (e) the entity has delivered to Counsel, or will deliver to Counsel within fifteen (15) days after execution, copies of (i) the City's release letter, (ii) the City's retraction letter, (iii) the deed or other evidence of record title, (iv) the legal description of the property as recorded in the official public records of the county in which the property is situated, and (v) the entity's authorizing resolution or equivalent documentation; and (f) all information provided herein is true, accurate, and complete as of the date of execution.

By the signature below, the undersigned Property Owner acknowledges that it had a reasonable opportunity to review the terms of the POWER Coalition Litigation Agreement and to consult with independent counsel, and that the undersigned Property Owner agrees to be bound by the terms set forth in the POWER Coalition Litigation Agreement.

<b>Legal Name of Entity</b>	
<b>Signature</b>	
<b>Printed Name</b>	
<b>Title / Capacity</b>	
<b>Property Address</b>	
<b>Mailing Address (if different)</b>	
<b>Email Address</b>	
<b>Contribution Amount</b>	

<b>Payment Date(s)</b>	
<b>Date of Execution</b>	