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WHEREAS, the City of Little Rock, Arkansas (“the City”) has agreed to participate in the Clinton Sustainable Energy District being developed by ENFRA Solutions, Inc. (“ENFRA”) formerly Berhard Energy, LLC, to pursue energy-as-a-service, and to pursue asset management once the project is put into place; and,

WHEREAS, the Office of the City Attorney needs assistance with the contractual documents, leases, and other matters, because of both the expedited time frame, and because of a lack of experience in the development of energy contracts of this nature; and,

WHEREAS, two (2) firms responded to the RFSQ with proposals to provide legal services to the City for a Sustainable Energy District Project; and,

WHEREAS, per the Engagement Letter attached hereto as Exhibit A, the City and WLJ have agreed upon terms to provide legal counsel regarding Sustainable Energy District Project, which cap the initial contract services cost at One Hundred Fifty Thousand Dollars (\$150,000.00).

[Page 1 of 8]

Section 1. The City Manager is authorized to enter into an agreement with the law firm of WL&J in a form approved by the City Attorney and substantially the same as that attached as Exhibit A to this Resolution for which the initial cap on fees and costs is set at One Hundred Fifty Thousand Dollars (\$150,000.00), for legal services related to the Clinton Sustainable Energy District.

Section 2. Funds for this agreement are allocated in Account No. 100000-63211.

Section 3. *Severability.* In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the ordinances which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the resolution.

Section 4. *Repealer.* All ordinances, resolutions, bylaws, and other matters, or parts thereof, which are in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

ADOPTED: October 5, 2026.

ATTEST:

APPROVED:

Allison Segars, City Clerk

Frank Scott, Jr., Mayor

APPROVED AS TO LEGAL FORM:

Thomas M. Carpenter, City Attorney

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EXHIBIT A



WRIGHT LINDSEY JENNINGS

Little Rock | Rogers | wlj.com | est. 1900

200 West Capitol Avenue, Suite 2300 | Little Rock, AR 72201-3699 | Main 501.371.0808 | Fax 501.376.9442

Adam F Fogleman
ATTORNEY

Direct: 501.212.1334 | afogleman@wlj.com

October 5, 2026

Via E-mail

tcarpenter@littlerock.gov

Tom Carpenter
Office of the City Attorney
City of Little Rock
500 West Markham Street
Little Rock, Arkansas 72201

Re: Engagement Letter

Dear Mr. Carpenter:

Following up on our discussions, I outline below the scope of our engagement, our policy concerning conflicts, our expectations with respect to compensation and other matters related to the engagement herein (the "Engagement").

1. Scope of Engagement. We will assist and advise you regarding ENFRA Contracts. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. We reserve the right at all times to decline any extension or expansion of the Engagement, in our sole discretion. Either of us may terminate this Engagement at any time for any reason by written notice, subject on our part to the applicable Rules of Professional Conduct. In the event that we terminate the Engagement, we will take such steps as are reasonably practicable to protect your interests in this matter.

2. Conflicts. A review of our client files has failed to review any conflict or potential conflict with any existing clients of the firm. Nevertheless, should a conflict become known to us, or should you advise us of facts suggesting the existence of a conflict, we shall endeavor to obtain appropriate written waivers of conflict from all interested parties. In the event we are unable to obtain such waivers, or in the event the conflict is one which is deemed unwaivable, we reserve the right to withdraw and allow you to seek the services of other legal counsel. By your acceptance of this Engagement Letter you agree not to raise this Engagement as a bar to our continuing or future representation of any present or future client of the firm in any matter substantially unrelated to the subject matter of this Engagement. We shall endeavor

at all times to protect the confidentiality of your business.

3. Compensation. I will be the primary attorney responsible to you during the course of this Engagement. My fees will accrue based upon the standard hourly rate of \$400 per hour billed to the tenth of an hour. Randall Bynum will also assist in this Engagement at a rate of \$425 per hour discounted from his standard rate of \$525. We may be assisted by other attorneys and paralegals as issues and efficiencies arise. Please note that our billing rates are subject to change at the beginning of each calendar year. We will include on our statement separate charges for performing services such as messenger and expedited delivery service, and any other applicable fees. Payment of our invoices is due upon your receipt of the invoice.

The parties anticipate that the maximum cost and fees to be billed to be \$150,000.00. Once billings meet \$100,000.00, the parties agree to meet for the purpose of determining if renegotiation is necessary.

4. Termination. Upon the successful completion or earlier termination of this Engagement by either you or us, the Engagement in this matter would be at an end. However, you may seek to expand or extend this Engagement upon written request to Wright, Lindsey & Jennings LLP at which point a separate written Engagement or undertaking would be executed between you and our firm. We reserve the right at all times to decline any extension or expansion of the Engagement in our sole discretion.

Unless previously terminated, our representation will terminate upon our sending you our final statement for services rendered. Following such termination, any otherwise non-public information you have supplied to us, which is retained by us will be kept confidential in accordance with the applicable rules of professional conduct. At your request, your papers and property will be returned to you. Our own files including lawyer work product pertaining to the matter, will be retained by the firm. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the Engagement.

5. Post-Engagement Matters. Please note that, after we complete the Engagement described in this letter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. The firm has no continuing obligation to advise you with respect to legal developments occurring after our Engagement is completed, unless we specifically extend our Engagement for that purpose.

6. Client Responsibilities. You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses in accordance with the terms described in this letter.

7. General Terms of Engagement. We have enclosed a Memorandum of Understanding that describes our firm's standard practices on a number of matters of interest to our clients. To the extent that any provision of this Engagement letter conflicts with the Memorandum of Understanding, this Engagement letter controls.

We are pleased to have this opportunity represent the City and to work with you in this matter. Please call me if you have any questions.

Sincerely,

WRIGHT, LINDSEY & JENNINGS

A handwritten signature in black ink, appearing to read "Adam B. Fogle", written in a cursive style.

LLP

AF/als Enclosure

By signing this letter agreement, I confirm that I have read it, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

By: _____

WRIGHT, LINDSEY & JENNINGS LLP

200 West Capitol Avenue, Suite 2300
Little Rock, Arkansas 72201-3699
(501) 371-0808

3333 Pinnacle Hills Parkway, Suite 510
Rogers, Arkansas 72758-8960
(479) 986-0888

Memorandum of Understanding

We are pleased to have the opportunity to serve you. Experience has shown that our relationship will be stronger if we start with a mutual understanding about the services we will provide you and the terms of engagement including the fees and expenses for those services. Unless a separate engagement letter alters these arrangements, we will assume that these terms are acceptable to you and that they will also apply to future matters you refer to us. We encourage you to ask questions about any aspect of these arrangements or our statements including the amount of our statements.

Client. The person or entity that is our client is the person or entity that is identified as such in our engagement letter. Our client does not include any affiliates of such person or entity. For example, if you are a corporation or partnership, then, absent another express agreement, we do not represent any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly-owned corporations or partnerships. Likewise, if you are a trade association, we do not represent any members, employees, officers, or directors of the trade association.

Attorney-Client Relationship. It is our policy that the attorney-client relationship will be considered terminated upon our completion of the services that you have engaged us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

Fees. Our fees are formulated in an effort to assess the value of our services to our clients. When deciding on our fee or hourly rate, in addition to time required, we may also consider other factors such as the novelty or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of our work, the customary fees for similar legal services, and other factors that will enable us to arrive at a fair fee. In those instances where the nature of the work demands extraordinarily intensive efforts of our lawyers and staff, that factor of the engagement will also be taken into account.

Work Assignments. Where we deem it appropriate, the attorney principally responsible for your file may assign parts of your work to other attorneys or paralegals under the responsible attorney's supervision. The responsible lawyer will continue to be responsible for the entire engagement and will be available to discuss the use of other personnel with you.

Services Rendered and Disbursements on Your Account. Statements will normally be provided monthly for work done the previous month unless our engagement letter provides otherwise. Statements may be sent through electronic format, e-Billing platform, or by physical mail as agreed to by you. Our statements will identify services rendered as well as disbursements and other charges and will conform to any agreed billing guidelines. These disbursements and charges include expenses paid by us on your behalf

such as long-distance telephone charges, special postage, delivery charges, fax charges, travel, photocopying, and fees for the use of providers of special services such as printers or experts, if needed. In litigated matters, we include payments we must make for court fees, process servers, court reporters, investigators, witness fees, and the like. Sizeable disbursements may be billed directly to you for payment. We also include as an expense the use of computerized legal research systems and computerized document and deposition indexing.

Payment. Payment will be due upon receipt of our billing statement or invoice. If we do not receive comment about the statement within 15 days of the invoice date, we will presume you have seen the invoice and find it acceptable. Payment should be made by check payable to “Wright, Lindsey & Jennings LLP” or by electronic transfer. You may also pay your invoice or your retainer deposit by credit card, debit card, or e-check through our additional payment options at www.wlj.com under the Contact tab. Our firm’s Taxpayer Identification Number is 71-0239196. If a statement has not been paid in full within 90 days of receipt, we reserve the right to cease work on the engagement in accordance with applicable rules of professional conduct. Accounts over 60 days old may be subject to a 6% interest charge if not paid within a reasonable period of time.

Possible Representation of Opposing Counsel. Our firm has been retained by malpractice insurance carriers that insure some Arkansas lawyers. This means that our firm may have represented, might now be representing, or might in the future represent opposing counsel in your case. If this occurs, it will not in any way affect the diligence or vigor with which we represent your interests in the matter or matters on which you have employed our firm.

Termination. You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, we will provide you with a copy of the materials in your file as required by the applicable rules of professional conduct. Your termination of our services will not affect your responsibility for payment for legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter. Likewise, we reserve the right to terminate our representation consistent with applicable rules of professional conduct.

Storage of Files. We retain records relating to professional services that we provide so that we are better able to assist with your needs and, in some cases, to comply with professional guidelines. Our file will include documents and other materials furnished by you or on your behalf in addition to documents and materials that we generate. After the engagement ends, we will store the significant substantive contents of the file for a minimum of 5 years or a longer period of time appropriate to the nature of the engagement. Eventually, we will destroy all file contents. Consequently, if you wish to preserve any documents or other materials when the engagement is concluded, you should promptly request that our firm transmit them to you upon the conclusion of the engagement.

Privacy Policy Notice. At Wright, Lindsey & Jennings LLP, we value our clients’ privacy and have protected the confidentiality of the personal information clients have given us for over 100 years. The attorneys at Wright, Lindsey & Jennings LLP are bound by professional standards of confidentiality found in Rule 1.6 of the Model Rules of Professional Conduct adopted by the Arkansas Supreme Court. In the course of providing our clients advice, we may receive significant nonpublic personal information from our clients. Such information that we receive from you is held in confidence, and is not released

to people outside the firm, except as agreed to by you, or as required under an applicable rule or law or under the Model Rules of Professional Conduct.

Corporate Transparency Act. As of January 1, 2024, the Corporate Transparency Act (CTA) requires many entities formed or registered in the United States to report information to the U.S. Department of Treasury's Financial Crimes Enforcement Network (FinCEN). For each reporting company, this includes detailed information about the company, its beneficial owners, and for newly formed entities, individuals involved in the formation of the company. Compliance with the CTA is the responsibility of the reporting companies, and our engagement does not include legal advice relating to any potential CTA reporting obligations, beneficial ownership analysis, or other assistance relating to the CTA. For the avoidance of doubt, even if our engagement includes assistance in connection with (i) forming, registering, licensing, or otherwise qualifying a new legal entity or (ii) a transaction that may trigger a reporting obligation, we will not be advising in connection with the CTA or any other similar state or local reporting obligations. Information regarding the Beneficial Ownership Information reporting requirements can be found at <https://www.fincen.gov/boi>.