

January 26, 2026

VIA EMAIL ONLY

Mr. Eddie Noeman, Mayor
Town of Mason, Tennessee
enoeman@townofmasontn.org

Dear Mr. Noeman:

We are pleased with the Board's decision to retain PATERSON BRAY PLLC for representation with all ongoing general legal and support services for the Town of Mason, Tennessee.

PATERSON BRAY PLLC does not undertake to provide any legal services as to any matters except as specifically described above. This letter serves to provide you with information concerning our fees and billing practices as well as other terms that may govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Our engagement will be terminable at will by either of us, subject to payment of all fees for services performed and costs advanced through the date of termination. For this type of matter, we charge a flat fee of \$6,750.00 per month.

In addition to legal fees, you will be responsible for any expenses incurred by us in connection with advancing your interests, which expenses may include, but not necessarily be limited to, travel expenses, filing fees, sheriff's fees, deposition costs, courthouse parking charges, etc. Should this matter involve any litigation, including filing a complaint with the Court or defending the same, then our services will be billed at a separate hourly rate of \$375.00, in addition to the flat fee. Our firm does not charge for incidental expenses such as regular postage, faxes, or in-house copying for items under twenty-five pages. However, you will be responsible for any costs incurred if it becomes necessary for us to utilize the services of outside vendors such as consultants, testifying experts, investigators, providers of computerized litigation support, court reporters, and third-party copying services. With the exception of routine matters or matters resulting in expenses of less than \$100.00, we will make reasonable efforts to obtain your prior approval before engaging in the services of outside vendors.

We will provide monthly billing and invoices, and any outstanding balances are due within 30 days from the date the invoice is prepared. You agree that in the event you choose to pay any outstanding balance via credit or debit card, you will also be required to pay any credit card or debit card fee incurred by us in processing said payment. Said processing fee is currently 3.5% of each payment, and this processing fee is subject to change. An invoice submitted to you shall be deemed accepted and affirmed unless you object in writing within ten days of receipt. Any balance outstanding after 30 days will be subject to a finance charge of 1.5% per month. If a statement is not fully paid within

60 days from the date rendered, we reserve the discretion to determine whether our withdrawal from this matter is appropriate under the circumstances. Further, we reserve the right after such time to initiate legal proceedings to collect any unpaid outstanding amounts that become due and owing and remain unpaid. By your execution of this agreement, you hereby acknowledge and agree that PATTERSON BRAY PLLC shall be entitled to recover any and all such costs and expenses, including a reasonable attorney's fee, incurred at our sole discretion to collect unpaid amounts that become due and owing.

We retain records relating to professional services we provide so that we are better able to assist you and, in some cases, to comply with professional guidelines. To guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards. For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as agreed to by you, or as required under applicable law.

Understand that you should keep copies of all documents related to your legal matter in a place easily accessible to you. We will maintain copies of such documents during its representation of you; however, at the expiration of one (1) year following the conclusion and/or closure of your legal matter we may destroy your file without further notice to you. Thus, it is extremely important to secure all items you want or need from your file prior to that time.

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. We expect that you will provide us with such factual information and documents that we require to perform the services for which we are engaged and that you will make any business or technical decisions and determinations in a timely manner to facilitate the completion of our services.

We will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we have made full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the representation, and you have consented to our representation of the other client. You agree, however, that you will be reasonable in evaluating such circumstances and that you will give your consent if we can confirm to you in good faith that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not implicate any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations.

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless we each have expressly agreed to a continuation with respect to other matters. Our engagement will be limited to this matter and it is understood that you are not relying on us for business, investment, or accounting decisions, or to investigate the character or credit of persons with whom you may be dealing. The representation is

terminable at will by either party, subject to ethical restraints and the payment of all fees and costs incurred to the date of the termination.

If you agree with the terms of this arrangement, please sign and return a copy of this Agreement. If we do not receive the signed copy of this Agreement within 30 days, we will assume that you have obtained other counsel and will not pursue this matter further. Please be advised that we cannot and will not take any action to represent you until we receive an executed copy of this Agreement.

We are grateful for the opportunity to work with you in connection with this matter, and we look forward to a mutually satisfactory relationship. Please do not hesitate to call us if you have any questions.

Sincerely,

PATTERSON BRAY PLLC

By: 
Will Patterson, Esq.

I do hereby agree and confirm the foregoing terms and conditions:

TOWN OF MASON, TENNESSEE

By: _____
Eddie Noeman, Mayor

Date: _____

PRIVACY POLICY NOTICE

Lawyers, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

In the course of legal services involving financial information of our clients, we often receive significant personal financial information from our clients. If you are a client of PATTERSON BRAY PLLC, you should know that all information that we receive from you is held in strict confidence, and is not released to people outside the law firm, except as agreed to by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with legal requirements to guard your nonpublic personal information and we maintain appropriate safeguards that comply with our professional standards.