Elliott Greenleaf
A Professional Corporation

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October 21, 2026

VIA EMAIL ONLY
Forty Fort Borough
c/o Bonnie Arnone, Borough Manager
Gregory S. Skibitsky, Jr., Esq., Solicitor
1271 Wyoming Avenue
Forty Fort, PA 18704

RE: Legal Representation
Forty Fort Zoning Hearing Board

Dear Ms. Arnone:

Allow this letter agreement to set forth the terms of our law firm's representation of Forty Fort Borough's Zoning Hearing Board. We request that the Borough and/or the Zoning Hearing Board execute this engagement letter agreement and return it to me as soon as possible so that we can continue working to protect your interests in this case.

The compensation and other terms for this engagement of our Firm are as follows:

1. Throughout the course of our representation, you will be billed on a monthly basis. Among our Firm's attorneys who may be involved in providing legal services, the hourly rate for all attorneys will be $225 per hour and the hourly rate for paralegals is $110.00. Our hourly rates for legal services may change from time to time. This usually occurs in January of each year, which would appear on the invoice issued in February. Check or money order payments can be sent directly to Elliott Greenleaf, P.C., P.O. Box 3010, Blue Bell, Pennsylvania 19422. Also, for your convenience, we now accept credit card payments. For credit card payments, please call Patricia Rooney at (215) 977-1014.

2. As a courtesy, there is no retainer for this engagement.

3. Payment of each invoice is due upon receipt and must be paid within thirty (30) days of the invoice date. You understand and agree that if payment is not received within thirty (30) days of the invoice date, your account shall be considered past due, after which an interest charge will be added to the outstanding balance in an amount equal to 1 1/4% per month.

4. Notwithstanding any reference to the payment for our hourly fees for professional time, you will be separately responsible on a monthly basis for all out-of-pocket costs (internal and external) incurred by our Firm, including investigation fees, court filing fees, photocopying

costs, postage, telecopy, courier or overnight delivery charges, travel and related expenses (including parking) and computer legal research costs. These costs will be billed to you monthly. Invoices submitted by third party vendors whom we may retain to perform work in connection with this engagement, such as investigators, court reporters, deposition/testimony videographers, computer consultants, e-discovery consultants/services, will be sent to you for direct payment, and it must pay them within thirty (30) days or upon the terms otherwise for a particular engagement of such third parties.

5. You have the right to terminate our Firm's representation at any time. In turn, we have the right, at our discretion, to discontinue the representation. You understand that some examples of circumstances in which we may exercise that discretion include, but are not limited to, the following: conflicts of interest, compliance with the Rules of Professional Conduct governing attorneys, failure to reasonably cooperate with counsel, failure to make timely payment for services and/or costs incurred as they become due, and/or non-compliance otherwise with the terms of the representation, including any failure to advance or replenish a retainer. In the event the law firm's representation of your interests is terminated: (i) all costs, interest charges and outstanding attorneys' fees shall be paid within fifteen (15) days of notice of termination; (ii) any outstanding retainer shall be held in escrow pending resolution of all outstanding costs and invoices in this matter.

6. This fee agreement represents the entire understanding and agreement of the parties. Any amendment to this agreement must be in writing and approved by the law firm's President to be effective.

7. This fee agreement is governed by Pennsylvania law, and any disputes arising under, or concerning its enforcement or interpretation, shall be exclusively resolved in the federal or state courts for Montgomery County in the Commonwealth of Pennsylvania.

8. The Firm is not obligated to keep or maintain your files/records related to a matter after that matter is concluded, or the Firm's representation is terminated. Unless required to do so by operation of law, the Firm may destroy any file materials (hard copy or electronic form) after termination of the matter or termination of our representation, unless you direct the law firm to return the records to it at its cost within sixty (60) days of the termination of the representation or matter.

9. There are no certainties in legal representation and the Firm cannot and does not guarantee any results. We will work with you to represent your interests in the best and most efficient way possible. This will require cooperation. Accordingly, you agree to provide us with all material information necessary for us to represent its interests and to update us if and when you or any company official possesses additional material information that was not previously disclosed to us.

If the foregoing is satisfactory, please sign the original of this letter agreement, retain a copy for your files and return it to me as soon as possible. We look forward to working with you in this engagement and appreciate the confidence you have expressed in our firm.

Respectfully,

/s/ *Drew P. McLaughlin*

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Drew P. McLaughlin

AGREED TO AND ACCEPTED BY:

By: **_____**

Forty Fort Borough