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May 7, 2026

CONFLICT OF INTEREST WAIVER

Debra Wimpee, Mayor
City of Broken Arrow
220 S. First Street
Broken Arrow, OK 74012

Dear Ms. Wimpee:

This is to confirm our prior conversations concerning our potential representation of the City of Broken Arrow in various litigation pending in federal court in this state.¹ In addition, we discussed the City of Broken Arrow waiving any objection to the potential conflict of interest with respect to Best & Sharp's current representation of Kimley-Horn and Associates, Inc. in certain litigation styled: *Georgia Cook, as personal representative of the Estate of Katherine England; and Joshua England, as personal representative of the Estate of Jason England, Plaintiffs, v. Kimley Horn, Inc., a foreign corporation; Diversified Civil Contractors, LLC, an Oklahoma corporation; the City of Broken Arrow; and Roadsafe Traffic Systems, Inc.; and Jean Does 1-5, Defendants*, Case No. CJ-2024-3387, Tulsa County District Court (hereinafter "*Cook matter*").

As you know, the referenced lawsuit has been ongoing for several years, and the City of Broken Arrow has made a demand for defense and indemnity against our client in that matter, Kimely-Horn and Associates, Inc. Although we do not believe there is an actual conflict of interest that exists with respect to Best & Sharp's potential representation of the City of Broken Arrow in the federal litigation mentioned above based on the indemnity demand in the *Cook matter*, we do want to fully advise you about this matter and obtain your consent to any potential conflict that might arise as a result of these matters.

The applicable ethics rules permit Best & Sharp to represent clients with adverse or potentially adverse interests in circumstances where we will be able to provide competent and diligent representation to each client, and each client gives us informed consent, confirmed in writing. We hereby confirm to you that, after fully disclosing to you the circumstances of this matter, Best & Sharp

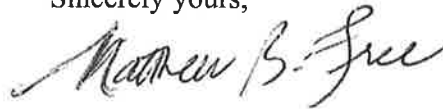
¹ These cases presently include the following: *Merrill*, 22-CV-0007-RAW-GJK (E.D. Okla); *McMahon*, 25-CV-207-JFJ (N.D. Okla); *Warner*, 25-CV-19-GFK-JFJ (N.D. Okla.).

is able to provide competent and diligent representation to both the City of Broken Arrow and the defendant mentioned above in the *Cook* matter. We further confirm to you that we have sought consent from Kimely Horn, and Associates, Inc., regarding our representation of the City of Broken Arrow in the federal litigation mentioned above.

Under these circumstances, if you agree on behalf of City of Broken Arrow that Best & Sharp may undertake the concurrent representations of City of Broken Arrow and Kimely Horn and Associates, Inc., in the *Cook* matter, and that you (as a duly authorized individual authorized to sign on behalf of the City of Broken Arrow) are waiving any objection to the conflict of interest with respect to such concurrent representations, please indicate your informed consent and waiver by signing below. In addition, you certainly have the right to seek independent counsel to assist you in deciding whether or not to consent.

Also, please return the executed copy to me as soon as possible, keeping a copy for your records.

Sincerely yours,



Matthew B. Free
for Best & Sharp

CONFLICT WAIVER

City of Broken Arrow hereby provides informed consent to and waives any objection to the conflict of interest in Best & Sharp's concurrent representation of City of Broken Arrow in the federal litigation discussed above and Kimely-Horn and Associates, Inc. in the *Cook* litigation as described in the aforesaid circumstances.

City of Broken Arrow:

By: _____

[signature]

Debra Wimpee, Mayor
220 S. First Street
Broken Arrow, OK 74012

Dated: _____

cc: Trevor Dennis, City Attorney