



High Rock Law, PLLC

A Professional Limited Liability Company – Attorneys at Law
127 E. Main St., Emmett, ID 83617 | Office: 208-369-4149

Kirk C. Wille, Attorney kirkwille@highrocklawidaho.com
Lauren Degen Somerville, Attorney lauren@highrocklawidaho.com

January 27, 2026

Craig Woods
Via email: cwoods@isd221.net

RE: Engagement Letter and Fee Agreement

Dear Craig:

Pursuant to our discussions, I have agreed to represent you in connection with setting up a 501(c)(3) Non-Profit. We offer Non-Profit formation as part of a package, which includes filing Articles of Incorporation with the Secretary of State, filing with the IRS, acquiring your Corporate Book, and preparing Bylaws.

We want to thank you for selecting our law firm to represent you in this matter. We also wish to set forth our agreement as to payment of fees. Attorney Kirk Wille's fees for legal services are \$325.00/hr., attorney Lauren Degen Somerville's fees are \$300.00/hr., and our paralegal's fees are \$195.00/hr., plus any expenses that may be incurred, such as filing fees, copying costs, postage, and related expenses. Please be advised that these rates are subject to increase annually.

As discussed, we offer preparation of certain documents on a flat-fee basis. The fee for a Non-Profit Package is a \$2,000.00 flat fee. This flat fee covers in-office services, including preparing your documents, drafting Bylaws, preparing the corporate book, and making minor edits after you review your drafts. Please note that filing fees and other external or hard costs (such as Secretary of State and IRS filing fees, and costs for ordering your corporate book) will be billed directly to you. We will provide monthly invoices for any such costs and fees, and you agree to pay all invoices upon receipt. If there are multiple substantive changes or redrafting of your documents, this may incur additional hourly charges.

At this time, you are requested to deposit an initial retainer of \$2,000.00. Please note that we do not begin any legal work until you have deposited a full retainer and returned a signed copy of this engagement letter along with your completed Questionnaire. Should any additional work be requested, an additional retainer will be required. I have included a copy of this letter for your review and signature. Please be advised that if you do not return a signed copy of this letter within 60 days, the terms outlined under this engagement letter will expire. If you wish to proceed after 60 days of the date of this letter, a new engagement letter will be required, and the fees quoted may be subject to any annual increase implemented during that time.

If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy of this letter and return it to me.

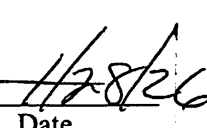
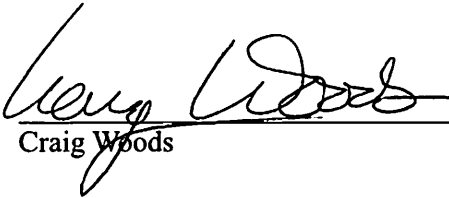
On behalf of the firm, I am happy to represent you in this matter. If you have any questions, please contact me at your convenience.

Sincerely,



Kirk C. Wille

I have read this letter and consent to it. Furthermore, I grant and give my informed consent after Kirk Wille has proposed the course of conduct, has communicated adequate information, and has explained all material risks of and reasonable available alternatives to the proposed course of conduct.



Craig Woods

Date

*If you would like to pay by credit card, please contact our office. Please note that all credit card transactions are subject to a 3% processing fee.