

LANE & WATERMAN LLP
ATTORNEYS AT LAW SINCE 1854

220 North Main Street Suite 600
Davenport, IA 52801
563.324.3246
www.L-WLaw.com

Joshua J. McIntyre
563.333.6683
JMcIntyre@L-WLaw.com

January 19, 2026

Sean McDonald
4500 63rd Street
PO Box 1027
Columbus, NE 68602
Via Email: seanmcdonald@ccneb.edu

Matthew Gotschall, President
Central Community College
3134 W. Highway 34
Grand Island, NE 68802
Via Email: mgotschall@cccneb.edu

Re: Terms of Engagement and Conflict Waiver

Dear Sean and Matthew:

Lane & Waterman LLP (“Lane & Waterman”) has been asked to jointly represent Sean McDonald and Central Community College (the “College”) in connection with copyright matters arising from a play written and developed by Sean and several colleagues who are not associated with the College. The purpose of this letter is to formally disclose the terms of our engagement and obtain your informed waiver of certain conflicts of interest that may arise between Sean and the College.

Proposed Engagement. We understand our engagement will include an evaluation of legal risks associated with the play; development of documentation to confirm ownership of rights to the play and its commercialization; and an agreement between Sean and the College concerning the donation of certain royalties. We understand the College will be responsible for the legal fees and costs associated with this work.

Fees and Costs. I will be the primary attorney assigned to assist you, and my fee is \$390 per hour. Because we make every effort to perform work in an efficient and cost-effective manner, some work may also be performed by another attorney at rates between \$230 and \$395 per hour, or by a paralegal at the rate of \$200 per hour. These rates will continue for the remainder of 2026 and are subject to increase at the beginning of each calendar year. During this matter, you will be invoiced for our work monthly. We will keep you apprised of the incurred expense and the anticipated expense as we move forward in the representation.

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Retainers. We do not require the payment of an initial retainer at this time. If the scope of our work changes or we anticipate incurring costs on your behalf, we may require payment of a retainer. Any retainer will be deposited into trust and applied to your last invoice at the conclusion of this matter, with any remainder returned to you. Please see the enclosed Standard Terms of Engagement for more details.

Conflicts. Lane & Waterman may jointly represent Sean and the College only to the extent the parties are aligned on all significant issues that arise in the course of the representation. While we do not anticipate any conflicts, it is possible for circumstances to arise in which Sean's personal interests conflict with the interests of the College. In particular, a conflict may arise with respect to ownership over the play, control of its publication, the royalties to be paid to the College, and issues related to liability arising from the play's content or commercialization.

Our joint representation of Sean and the College may be undertaken only if both parties agree to waive any and all present and future conflicts, to the extent such conflicts are waivable. Accordingly, Lane & Waterman's representation of Sean and the College with respect to this matter is subject to the following conditions:

1. Lane & Waterman will represent Sean McDonald and the College jointly. During this representation, Lane & Waterman cannot act as an advocate on behalf of one party to the detriment of the other. This limitation may require each party to take more responsibility in assessing the proposed business and legal terms to confirm they are acceptable.

2. As joint clients, the attorney-client privilege will be shared. This means that conversations between Lane & Waterman, Sean, and the College that are related to the proposed representation will be privileged from disclosure to outside parties. However, in the event of a later dispute between Sean and the College, such conversations or information may not be privileged and may be subject to disclosure.

3. In addition, Lane & Waterman's duties of representation extend to Sean and the College equally. This means that relevant information shared by one party may be disclosed to the other. In some circumstances, Lane & Waterman may have an obligation to disclose such information. Therefore, we cannot agree to withhold any relevant information from one party, even if the disclosing party believes the information to be confidential.

4. The parties each fully understand the implications and possible conflicts of interest that may arise from the joint engagement and hereby waive the same in order to permit Lane & Waterman's engagement of both parties.

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5. The parties acknowledge the rights and privileges to engage independent counsel in connection with the issues identified above and/or approval of this letter and waiver of conflict.


6. The parties acknowledge they may revoke this consent at any time by submitting written notice to that effect to Lane & Waterman, whereupon Lane & Waterman will cease further representation of the parties with respect to this matter. Similarly, the parties agree that Lane & Waterman may withdraw immediately with notice to the parties in the event Lane & Waterman determines it is unable to continue jointly representing the parties with respect to this matter.

Please feel free to contact me if you have any questions regarding this conflict disclosure and waiver. If there are no questions and you agree to engage our firm under the conditions set forth above, please indicate your consent below.

Sincerely,

LANE & WATERMAN, LLP

By


Joshua J. McIntyre
Lane & Waterman LLP

JJM/caz

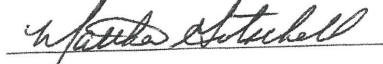
[Acknowledgment and Signature Page Follows]

ACKNOWLEDGED AND AGREED

The undersigned acknowledge the foregoing, and consent to the representation by Lane & Waterman, LLP as set forth above.

AGREED:

For Central Community College



Name: Matthew Gotschall

Title: College President

Date: 1/20/2026

For Sean McDonald



Name: SEAN McDONALD

Date: 1/20/2026



