

BY EMAIL

November 21, 2025

The City of Burien, Washington

The City of Des Moines, Washington

The City of SeaTac, Washington

Re: Request for Waiver of Conflict of Interest.

Dear All:

This letter will confirm and is in follow-up to my recent conversation with both the City of Burien, the City of Des Moines, and the City of SeaTac (the “Cities”) and Vashon Island Fair Skies, Inc. (“Vashon Island”) that they wish Leech Tishman Nelson Hardiman, Inc. to represent them concurrently in connection with their Petitions for Review to be filed challenging the Federal Aviation Administration’s Final Environmental Assessment and Finding of No Significant Impact and Record of Decision for the Sustainable Airport Master Plan Near-Term Projects at the Seattle-Tacoma International Airport (“SAMP”). I have discussed the possibility that our concurrent representation of both of you may constitute a potential conflict of interest.

In my opinion, no actual conflict exists at this time. This is because each party will be filing a separate Petition for Review and all parties currently share a commonality of interest in challenging the FAA’s decision in the SAMP. The bases for my belief that no conflict currently exist are:

1. Each Petitioner is filing a separate and distinct Petition for Review and the merits of each petition will be decided on the basis of each Petitioner’s petition and briefing.
2. At this point in time, there is no outcome that is favorable to one Petitioner that would disadvantage the other.

3. On the other hand, there is a commonality of interests in challenging the FAA's Final EA and FONSI/ROD.
 - a. Both parties are interested in holding the FAA accountable for its actions in increasing aviation noise by implementation of the SAMP;
 - b. Both parties are interested in pursuing legal arguments that are consistent with their goals and do not interfere with the goals or strategy of the other.

Based on this information, no actual conflict of interest appears to be present.

In undertaking the concurrent representation of each of you, we cannot and will not advise any of you as to any matters upon which an actual conflict of interest develops among you. In the event that any conflict, dispute or disagreement arises between you as to your respective rights and defenses, we shall decline to represent you in any manner in connection with that dispute or disagreement.

Additionally, in the event that you develop inconsistent defenses or objectives, such that one of you wishes us to pursue a tactic or strategy which would adversely affect the interests of the other, a conflict would arise which would require us to withdraw as counsel for any of you. Thus, we will make every effort during the course of representation to confirm that each of you have a commonality of interest in connection with the positions asserted on your respective behalves. If your interests diverge during the course of representation, further disclosure and waiver of the conflict, or withdrawal from representation, will ensue. Should such divergence of your respective interests occur, both of you in your respective individual capacities expressly consents to our continuing representation of the City, even if we withdraw from further representation of the remaining client signing below.

You should also understand that, as among the jointly represented clients, there is no right to assert the attorney-client privilege with respect to communications relating to this joint representation. Under California Evidence Code § 962 and Washington Evidence Rule 502(d)(5), communications made by any of you to this firm in the course of a joint

representation may not be privileged as between you if a dispute later arises among you. By executing this letter, you expressly consent to our sharing with all joint clients any information communicated to us by any one of you, and you acknowledge that, if we receive information from one of you that is significant to the representation, we may have an ethical obligation under the ethical rules for attorneys to disclose that information to the others.

To the extent that the services of Leech Tishman Nelson Hardiman, Inc. are directed to an individual client, those fees and expenses will be the responsibility of the individual client who benefits from those services. To the extent that the services of Leech Tishman Nelson Hardiman, Inc. benefit both Petitioners, those attorneys' fees will be apportioned among the clients, each owing 1/2 of the total number of hours, separately not jointly. To the extent that this arrangement may be considered that you will be paying the attorneys' fees of the other, we are required to obtain your written consent pursuant to the provisions of subdivision (F) of rule 3-310, Rules of Professional Conduct. We confirm to you that any payment of any of your attorneys' fees by the other shall not interfere with the independence of our professional judgment or the attorney/client relationship between our firm and each of you.

After termination of Leech Tishman Nelson Hardiman, Inc.'s services in this matter, we will request that you take possession of the original client file. You both expressly agree that we shall be deemed to comply with our duty to provide the file to our client by making the file available to both of you. In the event that neither of you takes possession of the client file upon the expiration of five years after our representation terminates in this matter, both of you expressly authorize Leech Tishman Nelson Hardiman, Inc. to destroy the original client file in the normal course of business.

By executing this letter where indicated below, both of you confirm that you have been fully informed as to the nature of the potential conflicts which arise as a result of our concurrent representation of both of you; that you have been provided a reasonable opportunity to seek the advice of independent counsel of your choice regarding these potential conflicts and waiver thereof; and you understand that a conflict may arise in the future which may require an additional disclosure and waiver by you, or, alternatively, withdrawal by this firm of representation of one of you. Additionally, you confirm that you will take the opportunity to retain independent counsel in the event you have any reservations regarding our concurrent representation of

your interests, the issues arising from that representation, and/or the waiver of the potential conflict of interest.

Assuming the foregoing accurately reflects your agreements, please execute and return to me the waiver form appended hereto. Of course, if either of you has any questions or comment, please feel free to give me a call. I look forward to working with you about this matter.

Thank you for your time and consideration of this matter. We look forward to hearing from you in the near future. If you have any questions or comments, please feel free to call me at (626) 395-7300 or send me an e-mail at staber@leechtishman.com.

Yours very truly,

LEECH TISHMAN NELSON
HARDIMAN, INC.



Steven M. Taber