

September 18, 2024

Dr. Victoria White  
Superintendent  
Dupo CUSD #196  
600 Louisa Avenue  
Dupo, Illinois 62239

Re: Community Unit School District Number 196,  
St. Clair County, Illinois (the “*District*”)  
Engagement to Perform Continuing Disclosure Services

Dear Victoria:

We are pleased to provide an engagement letter for our services as Special Counsel to the District as described below. For convenience and clarity, we may refer to the District in its corporate capacity and to you, the District officers (including the governing body of the District) and employees and general and other special counsel to the District, collectively as “*you*” (or the possessive “*your*”). The purpose of our engagement is to assist you with the compilation of the annual continuing disclosure compliance report required by your outstanding continuing disclosure undertaking or undertakings as made under Rule 15c2-12 of the Securities Exchange Act of 1934 (the “*CDUs*”) and with the timely filing of the same with the Electronic Municipal Market Access system created by the Municipal Securities Rulemaking Board (and commonly known as “*EMMA*”) (collectively, the “*Project*”). You are retaining us for this limited purpose as further described below.

A. DESCRIPTION OF SERVICES

As Special Counsel to the District for the Project, we will work with you to research and compile necessary materials to be timely filed with EMMA. We intend to undertake each of the following (the “*Services*”) as necessary:

1. File the most recent audited financial statements of the District (the “*Audited Financial Statements*”) with EMMA.
2. Research the required annual financial information (the “*Annual Financial Information*”) required to be filed annually by the District pursuant to the CDUs.

3. Compile the Annual Financial Information and, following your review and consent, file the Annual Financial Information with EMMA.

Our ability to timely provide the Services is dependent on the timeliness of information you provide to us, including the Audited Financial Statements. Our ability to timely provide the Services is also dependent on the availability of third-party prepared data required to be included in the Annual Financial Information, such as current property assessments and property tax collections.

**B. LIMITATIONS; SERVICES WE DO NOT PROVIDE**

Our duties as Special Counsel to the District for the Project are limited as stated above. The District has other ongoing responsibilities with respect to the CDUs, namely, reportable event filing requirements, and we are not being engaged to make any independent investigation to determine whether such events have occurred or whether related notices were timely filed with EMMA. The District may also have ongoing responsibilities with respect to its outstanding bonds unrelated to the CDUs (such as federal tax law reporting requirements) and we are not being engaged to discuss or review whether the District is in compliance with such responsibilities. Our duties as Special Counsel to the District for the Project also *do not* include:

1. Giving any advice, opinion or representation as to the District's ability to meet its payment obligations with respect to its outstanding obligations or the investment of any of its bond proceeds. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.
2. Independently establishing the veracity of your certifications and representations.
3. Representing your interests in any matters unrelated to the Project, other than as part of a separate engagement.
4. Any matter not specifically set forth above in Part A.

**C. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS**

Upon execution of this engagement letter, the District will be our client, and an attorney-client relationship will exist between us. However, our services as Special Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations.

This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment

bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. Accordingly, in light of all such relationships and consultations, we are requesting the District's consent to any conflict of interest that may exist or arise in our representation of the District in connection with our limited engagement for the District relating to the Project.

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the "*governmental units*"). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the District is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the District and such other governmental unit or withdrawal from representation.

D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the Project.

1. In performing the services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. We do not ordinarily attend meetings of the governing body of the District at which the Project is discussed unless special circumstances require our attendance.

2. The documents which are prepared or reviewed by us, and the factual representations which may also be contained in such documents, are essential to the accurate completion of the Project. Accordingly, it is important for you to read, understand and provide comments with respect to such documents.

3. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents appear reasonable to us, and are not corrected by you, we are relying upon you for their truth, accuracy and completeness.

4. Whenever a municipal issuer, such as the District, releases information which is reasonably expected to reach investors, such as the filing of the Audited Financial Statements and/or the Annual Financial Information on EMMA, it is said to be "speaking to the market."

When speaking to the market, a municipal issuer must make certain that the information disclosed does not make any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading. It is possible that events have occurred subsequent to the reporting period for the Audited Financial Statements or the date or dates information included in the Annual Financial Information was generated that have materially impacted the financial health and operations of the District. Although we will not make any independent investigation to determine whether such events have occurred, we are available and encourage you to consult with us regarding the same. We are relying on you to inform us whether, and to what extent, the Audited Financial Statements and/or the Annual Financial Information contain material misstatements or omissions in light of any such events.

E. FEES

As is customary, we will bill our fees as Special Counsel on a flat-fee basis instead of hourly. Disbursements and other non-fee charges will not be billed separately and are included in our fee for professional services. Our fee for the Project will be \$500. The continuation of this agreement is dependent upon our fee as Special Counsel being mutually agreeable to you and to us.

Our statement of charges will be rendered upon the completion of the Project. If, for any reason, the Project is not completed or our services are terminated prior to completion of the Project, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorney primarily responsible for the firm's services on this Project, with assistance as needed from other members of our public finance department.

F. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the District and the attorney-client relationship created by this engagement letter will be concluded upon the completion of the Project, which will occur once the agreed filings are made with EMMA.

Please note that you are engaging us as Special Counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to completion of the Project, any papers and property provided by the District will be promptly returned to you upon receipt of payment for our outstanding fees. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the Project, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting with EMMA, that we are permitted to make such documents or information available to other persons in our reasonable discretion.

In addition, we employ cloud-based applications to transmit and to store some or all information concerning this engagement, including the confidential or personal information you provide us. This means that the information you provide with respect to this engagement will not necessarily be stored within our firm or our network, but rather on a third-party's servers, which is commonly referred to as being stored in the cloud. We have reviewed the terms of use, policies, procedures and security practices of each cloud provider we use and your information will be encrypted while in transit to that third party's servers and while at rest in the cloud. While we cannot provide any type of guarantee about the security of the information stored in the cloud, we have concluded the respective cloud providers' practices are compatible with our professional obligations regarding confidential treatment of your information. If you have any concerns about the cloud applications we use please contact us and we will be glad to discuss them further with you.

**CHAPMAN**  
Focused on Finance

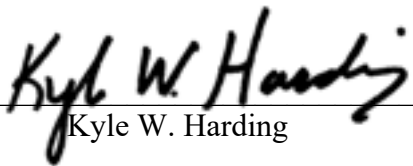
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G. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. Please note that if we perform Services prior to your executing this engagement letter, this engagement letter shall be effective as of the date we have begun rendering the Services. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By   
Kyle W. Harding

Accepted and Approved:

COMMUNITY UNIT SCHOOL DISTRICT  
NUMBER 196, ST. CLAIR COUNTY,  
ILLINOIS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2024