

A RESOLUTION TO APPROVE A CONTINGENCY FEE ENGAGEMENT LETTER WITH LEON, ALCALA, MORSE & REYNOLDS, PLLC TO SERVE AS BOND COUNSEL AND OTHER RELATED MATTERS

WHEREAS, the Board of Trustees (the “Board”) of the Dublin Independent School District (the “Issuer”) anticipates accessing the public or private markets from time to time to issue securities to finance certain capital expenditures of the Issuer or to refinance securities previously issued by the Issuer, which will require the Issuer to comply with various laws and administrative rules related thereto;

WHEREAS, the Board requires legal counsel that specializes in public finance matters and is well versed in providing bond counsel legal services pertaining to the Issuer’s issuance of securities;

WHEREAS, the payment of legal services in connection with the issuance of municipal securities shall be contingent on the Issuer’s successful issuance of such securities and shall be payable from proceeds of such securities;

WHEREAS, the Board desires to engage Leon, Alcala, Morse & Reynolds, PLLC to provide the Issuer with bond counsel legal services on all of the Issuer’s publicly offered or privately placed securities issues and an engagement agreement for bond counsel legal services pertaining to the Issuer’s anticipated future issuances of securities is attached hereto as **Exhibit A** (the “Engagement Agreement”);

WHEREAS, Subchapter C of Chapter 2254 of the Texas Government Code (“Chapter 2254”) requires that a political subdivision of the State, including the Issuer, enter into a contingent fee contract for legal services only after: (i) the governing body of the political subdivision has provided written notice to the public stating certain provisions enumerated within Chapter 2254; (ii) the governing body of the political subdivision approved such contract in an open meeting called for the purposes of considering such contract; (iii) the governing body of the political subdivision has stated in writing certain findings made by the governing body upon the approval of such contract; and (iv) the Texas Attorney General need not approve the Engagement Agreement pursuant to the exception provided by Section 2254.102(e) of the Texas Government Code;

WHEREAS, the Issuer caused notice of this resolution (the “Resolution”), this meeting, and certain provisions enumerated within Chapter 2254 to be provided to the public in accordance with the Texas Open Meetings Act and Chapter 2254;

WHEREAS, the meeting at which this Resolution is being considered is an open meeting called, in part, for the purposes of considering (i) the need for obtaining the bond counsel legal services that are the subject of the Engagement Agreement, (ii) the terms of the Engagement Agreement, (iii) the competence, qualifications, and experience of Leon, Alcala, Morse & Reynolds, PLLC, and (iv) the reasons the Engagement Agreement is in the best interest of the residents of the Issuer and in compliance with Chapter 2254; and

WHEREAS, the Board hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF DUBLIN INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 2. The Board hereby finds that: (i) there is a substantial need for the bond counsel legal services that are the subject of the Engagement Agreement with Leon, Alcalá, Morse & Reynolds, PLLC; (ii) the Issuer does not currently employ attorneys and supporting personnel qualified to provide bond counsel legal services; (iii) the bond counsel legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the bond counsel legal services will be obtained and without imposing an unnecessary cost and burden on the Issuer's finances; and (iv) the relationship between the Issuer or the Board and Leon, Alcalá, Morse & Reynolds, PLLC is not improper and would not appear improper to a reasonable person.

SECTION 3. Based on the findings by the Board described above, the Board hereby approves the Issuer entering into the Engagement Agreement with Leon, Alcalá, Morse & Reynolds, PLLC and authorizes the District's Superintendent, the President of the Board and/or their designees to execute the Engagement Agreement and to request a transfer of the District's files from the District's prior bond counsel and/or other counsel whom may have client files relating to the District's public securities.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 6. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED, ADOPTED AND APPROVED on this _____.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

EXHIBIT A

Engagement Agreement

[To be attached]



March 23, 2026

Ms. Melissa Summers, Superintendent
Dublin Independent School District
420 N Post Oak
Dublin, TX 76446

Re: Bond Counsel Services for Dublin Independent School District

Dear Ms. Summers:

We are very pleased to have the opportunity to serve as bond counsel for the Dublin Independent School District (the “District” or the “Client”). This engagement letter and the Standard Terms of Engagement attached hereto (collectively, the “Agreement”) will set out the terms under which Leon, Alcala, Morse & Reynolds, PLLC (“Bond Counsel”) will serve as bond counsel with respect to bonds and other obligations that the District intends to issue, subject to voter approval, as necessary, and with respect to any equipment notes or similar contractual obligations, tax and/or revenue notes and for any refunding or variable rate bonds of the District, whether currently outstanding or to be issued. Such bonds, notes and obligations are collectively referred to in this letter as the “Bonds.”

The following is based on our standard form of engagement letter. We do not intend this letter to be difficult to understand or filled with “legalese.” Please let us know if there is anything you do not fully understand or if there are any changes you would like us to make in order to better tailor the terms of our engagement to the needs of the District.

1. Scope of Services. Bond Counsel shall perform the following legal services:
 - (1) Analysis of the structure of the Bonds under Texas law and, if applicable, the eligibility to finance with tax-exempt bonds under federal tax law.
 - (2) Consultation with representatives of the District, the financial adviser, underwriters, underwriters’ counsel, and others, with respect to the timing, terms, and legal structure of the proposed Bonds.
 - (3) Preparation of documents to be adopted or entered into by the District required for the authorization, sale and issuance of the Bonds (excluding, if applicable, the Bond Purchase Agreement to be prepared by underwriters’ counsel), including preparation of the Bond Order or other authorizing instruments, Paying Agent/Registrar Agreement, Escrow Agreement and the other Bond Documents (the “Major Legal Documents”).

(4) Preparation of the Continuing Disclosure Agreement pursuant to United States Securities and Exchange Commission Rule 15c2-12.

(5) Preparation of summaries of the Major Legal Documents included in the Official Statement.

(6) Attendance at such meetings or hearings of the District and working group meetings or conference calls as the District may request.

(7) Preparation of final closing papers to be executed by the District required to effect delivery of the Bonds and coordination of the Bond closing.

(8) Rendering of Bond Counsel's customary form of final legal opinion to the District on the validity of the Bonds and, if applicable, the tax-exempt status of interest thereon and, if applicable, customary form of supplemental opinion to the underwriters on the accuracy of summaries contained in any Official Statement of the Major Legal Documents and, if applicable, the tax portion of said final legal opinion and certain other matters, if applicable.

(9) Preparation and dissemination of electronic closing transcripts.

In rendering opinions and performing legal services under this Agreement, Bond Counsel shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, the District and other parties and consultants, without independent investigation or verification. Knowledge of attorneys and non-attorneys at Bond Counsel's firm not working directly on any Bond issue will not be imputed to Bond Counsel nor shall there be any duty on the part of Bond Counsel to make any inquiry of such other attorneys or non-attorneys.

Bond Counsel services are limited to those specifically set forth above. For example, Bond Counsel services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding, audit or investigation involving any of the Bonds or any related matter. Additionally, Bond Counsel services do not include any responsibility for the preparation or content or dissemination of the Official Statement (except as may be otherwise explicitly set forth in our formal closing opinion(s)). Bond Counsel services do not include any financial advice, analysis of data or mathematical verification. Also, Bond Counsel services will not include services related to rebate or other post issuance tax compliance, disclosure counsel services, or continuing disclosure counsel services (although Bond Counsel may be available for separate engagement to provide any or all of such services pursuant to separate contract). The Client agrees that Bond Counsel may, to the extent Bond Counsel determines same is necessary, utilize special tax or other co-counsel from time to time in performing the services contemplated hereunder; provided, however, that the fees and expenses due from the Client for all services and related expenses shall be limited to the amounts contemplated herein.

2. Fees. Except as otherwise mutually agreed, Bond Counsel's fees and expenses shall be as set forth in Sections 2 through 4 hereof. Bond Counsel will be paid a fixed fee for each series of Bonds issued by the District equal to the sum of \$22,500, plus \$0.75 per \$1,000 of the principal of and any net premium on Bonds issued, subject to the adjustments described in this

Section. For legal services related to Bond and other elections, Bond Counsel will also be paid a fixed fee of \$15,000 for all work relating to the conduct of each election (which shall only be due and payable at the time of the issuance of Bonds). For legal services related to cash defeasances/redemptions, Bond Counsel will be paid a fixed fee of \$5,000 (which shall only be due and payable at the time of funding for the defeasance/redemption). Further, the fixed amounts described herein will be subject to an annual adjustment not to exceed 3% to account for inflation for each year following the year this Agreement is executed. The fees and expenses described herein shall not apply to conduit financings, derivatives, hedges, credit agreements or other non-traditional debt instrument transactions and for such transactions and all other services, Bond Counsel and the District shall mutually agree upon the appropriate fees and expenses for such transactions or services.

3. Expenses. In addition to the fees provided above, the District will pay Bond Counsel for costs and expenses (direct and indirect) incurred in connection with the services, including (without limitation) Texas Attorney General review fees, third-party translation services related to a bond election, filing and publication, document reproduction and delivery, travel, long distance telephone, telecopy, word processing, computer research, secretarial overtime, closing transcripts and other similar expenses. Any filing, publication or printing costs required in connection with the Bonds shall be paid directly by the District, but if paid by the Bond Counsel on behalf of the District, shall be reimbursed to Bond Counsel on demand. Payment in respect of such costs and expenses will be fixed at \$1,500, exclusive of the Texas Attorney General review fees, third-party translation services related to a bond election and extraordinary expenses, provided, however, that any extraordinary expenses shall be approved by the District prior to such expenses being incurred.

4. Payment. Fees and expenses shall be payable by the District within seven (7) days after the issuance of each series of Bonds. Payment of all fees and expenses hereunder shall be made from proceeds of the Bonds, or otherwise as mutually determined by the District and Bond Counsel and shall be entirely contingent upon issuance of each series of Bonds.

5. Termination of Agreement, Legal Services and Other Obligations. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause.

6. Nature of Engagement; Client Relationships with Other Parties. The role of Bond Counsel, generally, is to prepare or review the proceedings for issuance of the bonds, notes or other evidence of indebtedness and to provide a legal opinion with respect to the validity thereof and other subjects (usually including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of bond counsel, and reliance thereon by the public finance market, Bond Counsel's role as bond counsel under this Agreement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, lenders, contractors, suppliers, financial and other consultants/advisors and others

who may have a role or interest in the Bond financing or that may be involved with or adverse to the District in this or some other matter. Bond Counsel agrees not to represent any such entity in connection with the Bond financing, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, District acknowledges and agrees that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this Agreement or any such other relationship that Bond Counsel may have had, have or enter into, and the District specifically consents to any and all such relationships.

7. Limitation of Rights to Parties. Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the District and Bond Counsel any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the District and Bond Counsel.

8. Legislative Contracting Requirements.

Pursuant to Section 2271.002 of the Texas Government Code, Bond Counsel certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term hereof. If circumstances relevant to this provision change during the course of this Agreement, Bond Counsel shall promptly notify the District.

If Bond Counsel is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Bond Counsel verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of this Agreement, Bond Counsel shall promptly notify the District.

Bond Counsel verifies that: (1) it does not, and will not for the duration hereof, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply hereto. If circumstances relevant to this provision change during the course of this Agreement, Bond Counsel shall promptly notify the District.

9. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

If the foregoing and the attached Standard Terms of Engagement are acceptable to the District, please so indicate by returning the enclosed copy of this letter, signed by an authorized officer, and retain an original for your files. Thank you again for this opportunity. We look forward to working with you.

[Signature page follows]

LEON, ALCALA, MORSE & REYNOLDS, PLLC

DUBLIN INDEPENDENT SCHOOL DISTRICT

By: 

Ben Morse, Partner

By: _____

Title: _____

STANDARD TERMS OF ENGAGEMENT

Except as modified in writing by the accompanying engagement letter or in another agreement signed by the Client and Bond Counsel, the following provisions shall apply to the relationship between Bond Counsel and the Client.

1. Client

Our engagement is only on behalf of the person(s) or entity(s) identified in the engagement letter accompanying these Standard Terms of Engagement. Our representation of the Client, does not encompass any officer, director, employee, owner, principal, member or partner of or any other person affiliated with the Client; or any subsidiary, parent or other affiliate of the Client. If any of these persons or entities require the services of counsel in connection with the matters described in the engagement letter (collectively, the “Matter”), we would be pleased to discuss whether we might be able to represent any of them, but any such representation would need its own engagement letter, and would depend on our review and disclosure to all concerned of any conflicts of interest that may arise in connection with any such concurrent representation, and on appropriate consents being obtained from the Client and from those seeking such additional representation.

2. Scope of Engagement

The scope of Bond Counsel’s representation of the Client is limited to the specific Matter identified in the accompanying engagement letter, and such additional matters as the Client and Bond Counsel may in their mutual discretion agree to from time to time. In each case, Bond Counsel’s agreement to any expansion of the scope of its representation of the Client will be subject, among other things, to such additional conflict checks, waivers, retainers, approvals and other arrangements as Bond Counsel may in its professional judgment deem necessary or appropriate in the circumstances. Except as otherwise expressly provided in any written engagement letter (or a written amendment of a prior engagement letter) between Bond Counsel and Client entered into in connection with such expansion of the scope of Bond Counsel’s representation, the agreement reflected in these Standard Terms of Engagement, and in the accompanying engagement letter, applies to Bond Counsel’s current representation of the Client and to any subsequent matters that Bond Counsel agrees to undertake on the Client’s behalf.

3. Conflicts of Interest

Our agreement to represent the Client is conditioned upon the understanding that we are free to represent any clients (including the Client’s adversaries) and to take positions adverse to either the Client or an affiliate of the Client in any matters (whether involving the same substantive area(s) of law for which the Client has retained us or some other unrelated area(s), and whether involving business transactions, counseling, litigation or otherwise), which do not involve the same factual and legal issues as matters for which the Client has retained us or may hereafter retain us. In this connection, the Client should be aware that we provide services on a wide variety of legal subjects to many clients, some of whom are or may in the future operate in the same area(s) of business in which the Client is operating or may operate. (A summary of Bond Counsel’s current practice areas and the industries in which we represent clients can be found on Bond Counsel’s web site at www.leonalcala.com.) We will, of course, hold in confidence the Client’s secrets and

confidences. Similarly, the Client understands that while Bond Counsel may obtain confidential information from other clients that may be of interest to the Client, Bond Counsel cannot share such information with the Client. The Client acknowledges that the Client has had the opportunity to consult with its in-house or separate counsel about the consequences of the waiver set forth in this paragraph. After such consultation, the Client consents to these other representations, agrees that it will not seek to disqualify Bond Counsel from any such present or future representations, and waives any actual or potential conflict that might arise from such current or future representations so long as those other representations do not involve the same factual and legal issues as a current active engagement for the Client.

4. Internal Communications

The occasion might arise for us, at our own expense, to consult regarding our engagement for the Client with our own counsel (including our internal counsel, if any, other firm lawyers working with our internal counsel who do not perform work for the Client on the Matter, or our own outside counsel). To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between Bond Counsel and the Client as to such consultation or resulting communications, particularly if a dispute were ever to arise between Bond Counsel and the Client regarding the Matter. A condition of this engagement is that the Client hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the Client or from acting in our own behalf, even if such consultation or communications might be deemed adverse to the interests of the Client. The Client acknowledges and agrees that any such consulting and communications are protected, from disclosure to the Client, by Bond Counsel's own attorney client privilege.

5. Responsibilities of Attorney and Client

We will provide to the Client legal counsel and assistance in accordance with the accompanying engagement letter. The Client will not look to or rely upon Bond Counsel for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom the Client may be dealing. Although we will at times communicate with the Client by e-mail, letter, or other written form, we may provide much of our counsel and assistance in telephone conversations and meetings with the Client. If the Client ever wishes for us to confirm any oral advice in writing, please let us know.

For us to represent the Client effectively, we need the Client to provide us with complete and candid information regarding the subject matter of the Matter, to keep us informed of relevant developments, to make decisions necessary for us to fulfill our responsibilities in the Matter and otherwise to provide to us the Client's reasonable assistance and cooperation.

We have a duty of confidentiality to the Client and each of our other clients. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of the Client to any other client or person. Similarly, we cannot disclose to the Client the confidences of any other client even when such information relates to matters that might affect the Client.

6. Fees, Costs and Disbursements

We will bill the Client on a monthly basis for our services, unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached. Our bills are payable promptly upon receipt, with payment required no later than 30 days following our invoice date.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached or unless we otherwise agree on a fee structure for work performed or to be performed, our fees are based on the amount of time we spend on the Matter. Each Bond Counsel attorney, legal assistant and other timekeeper assigned to the Matter will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually, effective as of January 1 of each year, to reflect, among other factors, seniority advancements.

Unless other arrangements are described in the engagement letter to which these “Standard Terms and Conditions” are attached, in addition to fees, we also will bill the Client on a monthly basis for in-house services such as telephone charges, document reproduction, word processing, computerized research, out-of-town travel and messenger services. Subject to our ethical obligations, certain of such items may be charged at more than Bond Counsel’s direct cost to cover its estimated associated administrative costs, overhead and materials. More specific information relating to Bond Counsel’s disbursement policies is available upon request.

Unless special arrangements are made, Bond Counsel does not take responsibility for paying fees and expenses of third parties, which will be the Client’s responsibility and may be billed directly to the Client.

If any claim or action is brought against Bond Counsel or any of its personnel which alleges negligence or wrongdoing of the Client or a third party, or if Bond Counsel or any current or former attorney or employee of Bond Counsel is asked or required by a third party to testify or produce documents as a result of Bond Counsel’s representation of the Client, the Client agrees to pay Bond Counsel for any resulting costs or expenses, including Bond Counsel’s time, even if Bond Counsel’s representation of the Client has ended. This paragraph is not intended to apply to any claim brought by or on behalf of the Client alleging wrongdoing by Bond Counsel.

The obligation to timely pay our bills is solely the Client’s and is not contingent upon, nor shall the payment due date be extended or otherwise affected by any judgment or settlement; any right the Client may have for reimbursement, indemnification or insurance; or the Client’s receipt of any other form of payment the Client may claim or expect to receive from some other party. If the Client has any question or issue regarding any bill, the Client should notify us promptly of any such question or issue, and must in any event promptly pay any portion of such bill that is not the subject of a question or issue.

Although Bond Counsel may furnish estimates of fees or costs that are anticipated will be incurred, these estimates shall not be binding, are subject to unforeseen circumstances, and are by their nature inexact.

7. Engagement Termination

The Client may terminate this representation at any time, with or without cause, but in the case of litigation, court approval may be necessary. Subject to the application of the applicable rules of professional responsibility, Bond Counsel also reserves the right to withdraw, if among other things, the Client fails to make timely payments of any invoice, the Client fails to cooperate or follow Bond Counsel's advice on a material matter, or any fact or circumstance that arises, in Bond Counsel's view, renders our continuing representation unlawful or unethical, or we otherwise have the right to withdraw pursuant to applicable rules of professional responsibility. Any termination of our representation of the Client would be subject to such approval as may be required from any court(s) in which we are appearing on the Client's behalf. In the event of termination by either of us, the Client agrees to pay us fees and costs for work performed prior to termination, to the extent permitted by law.

8. Date of Termination

Bond Counsel's representation of the Client will be considered terminated at the earliest of (i) the Client's termination of the representation, (ii) Bond Counsel's withdrawal from the representation, (iii) the substantial completion of Bond Counsel's substantive work for the Client, or (iv) our sending you our final statement for services rendered in the matter.

9. Client Files (Cloud Storage, Retention and Disposition)

Bond Counsel recognizes that cloud computing services offer valuable tools to its clients and has entered into arrangements with certain providers of those services. Data and documents, including client confidential data uploaded to a cloud computing service rather than stored on equipment or servers controlled by Bond Counsel may be less secure and less confidential than clients expect. If the Client does not wish to have its information and data stored with third party cloud service providers, the Client must advise Bond Counsel not to do so. If the Client requests or directs Bond Counsel to use cloud computing services other than those services provided by Bond Counsel, the Client agrees that Bond Counsel is not responsible for, and agrees to indemnify and hold Bond Counsel harmless from and against any and all claims, suits and actions, arising from use of the cloud computing service requested by the Client, including any security or confidentiality breaches that occur.

Once our engagement in this Matter ends, we will send you a written notice advising you that this engagement has concluded. You may thereafter direct us to return, retain or discard some or all of the documents pertaining to the engagement. Bond Counsel may charge the Client for the reasonable costs of retrieval, assembly, copying, storage and transfer of all files or materials in any format. If Bond Counsel determines it appropriate to dispose of materials relating to the Matter, Bond Counsel will provide you written notice of that determination. If you do not respond to the notice within sixty (60) days, you agree and understand that any materials left with us after the engagement ends may be retained or destroyed at our discretion without further notice to you and in a manner which preserves the confidential and secret nature of their contents. If you have a Records Retention Policy in place with which outside counsel will need to comply, please advise us so that we may so inform our Records Department.

You should understand that “materials” include paper files as well as information in other mediums of storage including voicemail, email, printer files, electronic document files, facsimiles, dictation recordings, video files, and other formats. We reserve the right to make, at our expense, certain copies of all documents generated or received by us in the course of our representation. When you request copies of documents from us, copies that we generate will be made at your expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to the Matter will be retained by the firm (as opposed to being sent to you) or destroyed. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and account records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.

In providing legal services, Bond Counsel may utilize technology-assisted tools, including artificial intelligence applications, to support research, drafting, document review, data analysis, and other tasks. These tools are used solely to enhance efficiency and accuracy in the delivery of legal services and may not replace Bond Counsel’s professional judgment.

Bond Counsel will exercise appropriate professional supervision over any work product generated with the assistance of technological tools and will review and verify such work product as necessary before relying on it in the representation.

To the extent these tools require the processing of information relating to the representation, the Firm will take reasonable steps to use tools and configurations designed to maintain the confidentiality of client information.

By engaging Bond Counsel, the Client acknowledges and consents to the Firm’s use of such technology in connection with the representation.

10. Disputes

Although we think it is unlikely, a dispute could arise between us regarding some aspect of the engagement and Bond Counsel’s representation of the Client. Any such dispute, whether a claim by the Client against Bond Counsel or by Bond Counsel against the Client, including claims for unpaid fees and charges, negligence, quality of services, breach of contract or fiduciary duty, fraud or any other claims arising out of or relating to any aspect of the engagement, this agreement, or our representation of the Client is referred to herein as a “Dispute.” We agree to attempt, in good faith, to resolve all Disputes amongst ourselves prior to pursuing formal dispute resolution proceedings.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call toll free 1.800.932.1900.

11. Binding Agreement

The engagement letter and these Standard Terms of Engagement represent the entire understanding and agreement between the Client and Bond Counsel with respect to the subject matter referred to herein. By signing below, the Client acknowledges that the engagement letter and these Standard Terms of Engagement have been carefully reviewed and their content understood and that the Client agrees to be bound by all of the terms and conditions. Furthermore, the Client acknowledges that Bond Counsel has made no representations or guarantees to the Client regarding the outcome of the Matter or the time necessary to complete the Matter. The provisions of this letter may only be amended in writing and signed by both parties.

ATTACHMENT – TEXAS LAWYER’S CREED

THE TEXAS LAWYER’S CREED A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.
 6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
 7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
 8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
 9. I will advise my client that we will not pursue any course of action which is without merit.
 10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
 11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.
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III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.
6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I Will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of

ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt

"The Texas Lawyer's Creed - A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas. R. Phillips, Chief Justice
Franklin S. Spears
C. L. Ray
Raul A. Gonzales
Oscar H. Mauzy
Eugene A. Cook
Jack Hightower
Nathan L. Hecht
Lloyd A. Doggett
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis
Sam Houston Clinton
Marvin O. Teague
Chuck Miller
Charles F. (Chuck) Campbell
Bill White
M. P. Duncan, III
David A. Berchermann, Jr.
Judges