

Cameron Thatcher
Managing Director
Huntington Securities, Inc.
500 North Akard St., Suite 2350
Dallas, Texas 75201
cameron.thatcher@huntington.com



May 6, 2025

Brigitte Clark
Chief Financial Officer
Goose Creek Consolidated Independent School District
4544 Interstate 10 East
Baytown, Texas, 77521

Re: MUNICIPAL ADVISORY SERVICES

Dear Ms. Clark:

This letter, including Appendix A (this “Agreement”), confirms and memorializes the agreement (“Agreement”) between the **Goose Creek Consolidated Independent School District** (referred to herein as the “Client”) and Huntington Securities, Inc. (“HSI”), pursuant to which HSI agrees to provide Municipal Advisory Services (as defined herein) to the Client in accordance with the terms and conditions set forth herein. In consideration of good and valuable services provided and the mutual promises, representations, warranties and covenants of the parties contained herein, the parties agree as follows:

For purposes of this Agreement, “Municipal Advisory Services” provided by HSI is defined as the following, each of which is defined below:

- a) Bond Issuance Transaction Services.
- b) Other Services.

“Bond Issuance Transaction Services” shall be performed and delivered by HSI to the Client on an as needed basis and shall include, but are not limited to, the following:

- i. Assistance with sizing, timing, structure, type of debt, and method of sale of any debt issue.
- ii. Analysis of the debt capacity and the impact of new debt issuances on the property tax rate.
- iii. Evaluation of new financing techniques and instruments that may be used as alternatives to traditional municipal bond issuances.
- iv. Preparation and coordination of rating agency meetings and presentations.
- v. Development of any desired requests for proposals (“RFP”) for underwriting services, and analysis of responses to such an RFP.

- vi. Assistance with the preparation of the preliminary and official sales documents in connection with the issuance of a municipal obligation, coordination of the sale of said obligations, and oversight of the closing and funding of the sale.
- vii. Assistance with the preparation of annual continuing disclosure statements

“Other Services” requested by the Client, not specifically covered by the above services, shall be negotiated as to scope, scale, completion criteria, and any “not-to-exceed” compensation limit, by the Client and HSI, and when successfully completed shall be billed to the Client on an hourly basis, subject to any “not-to-exceed” amount.

The services that HSI will provide to the Client pursuant to this Agreement are limited solely to the Municipal Advisory Services described above. HSI is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about HSI provided by HSI for inclusion in those documents. HSI will not provide tax, legal, accounting or engineering advice with respect to any debt issue of the Client or in connection with any opinion or certificate rendered by counsel or any other person at closing, and HSI will not review or advise on any feasibility study.

1. Term; Termination: This Agreement shall have a term beginning on the date hereof and ending five years (60 months) from the date hereof (the "Initial Term") unless terminated by either party in writing 30 days prior to its initial or subsequent expiration date.

2. Municipal Advisory Services; Compensation: The Client hereby engages HSI to perform the Municipal Advisory Services. As compensation for the Municipal Advisory Services to be provided by HSI during the Initial Term, the Client shall pay as follows:

Per Bond Transaction: Bond Issuance Transaction Services shall be performed in accordance with the following fee schedule to be paid to HSI upon satisfactory performance of services and successful closing of a bond transaction.

<i>Obligation Proceeds</i>		<i>Fee</i>
<i>More than</i>	<i>And not more than</i>	
\$0	\$5,000,000	\$9,850 plus \$1.50 per \$1,000 for all over \$2,500,000
\$5,000,000	\$10,000,000	\$17,350 plus \$1.25 per \$1,000 for all over \$5,000,000
\$10,000,000	\$20,000,000	\$23,600 plus \$1.00 per \$1,000 for all over \$10,000
\$20,000,000	No Limit	\$33,600 plus \$1.00 per \$1,000 for all over \$20,000,000

3. Expenses: The Client agrees to reimburse HSI for all of its reasonable and necessary out-of-pocket expenses incurred which are related to the Municipal Advisory Services. Invoices for out-of-pocket expenses must be supported by appropriate documentation. The Client must promptly reimburse expenses to HSI upon presentation of invoices to the Client.

4. Consultation with HSI Representatives: HSI will make available, for consultation with officials, counsel and staff members of the Client, at times and places mutually agreed upon, personnel qualified to advise the Client on the services described. Cameron Thatcher will be assigned as the primary professional on the Client account.

5. Reasonable Cooperation: As needed by HSI in the performance of duties for the Client under this Agreement, the Client will make available the appropriate personnel for conferences and information meetings. The Client also agrees to cooperate, and to cause its agents to cooperate, with HSI in carrying out its regulatory duties, including providing HSI accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill these regulatory duties. In addition, the Client agrees that, to the extent the Client seeks to have HSI provide advice with regard to any recommendation made by a third party, the Client will provide to HSI written direction to do so as well as any information the Client has received from the third party relating to its recommendation.

6. Liability for Fees and Expenses: Termination of this Agreement or transfer, assignment or sale of rights by the Client in relation to any project or financing will not release the Client from responsibility with respect to the fees and expenses payable pursuant to this Agreement.

7. Other Services: The Client has not engaged HSI as, and HSI has not agreed to act as, an underwriter or placement agent with respect to the Client's municipal debt issuance. Under Municipal Securities Rulemaking Board Rule G-23, as amended, HSI is precluded from acting as an underwriter or placement agent on the Client's municipal debt issuance or changing to such a role once named as municipal advisor to the Client.

8. Disclosures: The Client has carefully reviewed and understands HSI's municipal advisor disclosures attached hereto as Appendix A.

9. Notices: All notices provided for by this Agreement shall be made in writing either: (i) by actual delivery of the notice into the hands of the parties thereto entitled, or by delivery via courier service to a person in the office of the person entitled to notice; or (ii) by the mailing of the notice in the United States mails to the address set forth above (or at such other address as may be designated by written notice), of the party entitled thereto, by certified or registered mail, return receipt requested, postage prepaid. The notice shall be deemed to be received three (3) days after the date of deposit in the United States mails.

10. Construction: This Agreement shall be governed by, subject to and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles, and any dispute with respect to the subject matter hereof shall be litigated in the state or federal courts to which jurisdiction and venue all parties consent.

11. Severability: If any portion of this Agreement is to be held invalid or unenforceable by a court of competent jurisdiction: (i) the remainder of this Agreement shall be considered valid and operative; and (ii) effect shall be given to the intent manifested by the portion held invalid or inoperative.

12. Modification or Amendment: This Agreement may not be modified or amended except by written agreement executed by all parties hereto; provided that (i) HSI may amend this Agreement without the consent of the Client to effect any changes required by applicable laws or regulations or to supplement or make any amendment to Appendix A and (ii) HSI and the Client agree promptly to amend or supplement the scope of the Municipal Advisory Services to be provided by HSI pursuant to this Agreement to reflect any material changes or additions.

13. Authority. The undersigned represents and warrants that he or she has full legal authority to execute this Agreement on behalf of the Client.

14. Captions: The captions used in this Agreement are for convenience only and shall not be considered as part of this Agreement.

If this letter correctly sets forth the entire understanding between HSI and the Client with respect to the foregoing, please so indicate by signing below, at which time this letter shall become a binding contract.

Sincerely,

HUNTINGTON SECURITIES, INC.

By: _____

Its: Managing Director_____

ACCEPTED:

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

Its: _____

Date:_____

APPENDIX A

MUNICIPAL ADVISOR DISCLOSURE

Pursuant to Rule G-42 of the Municipal Securities Rulemaking Board (the “MSRB”), this Municipal Advisor Disclosure (this “MA Disclosure”) describes material conflicts of interest and any legal or disciplinary event that may be material to your evaluation of Huntington Securities, Inc. (“HSI”) or the integrity of HSI’s management or advisory personnel. This MA Disclosure also describes, pursuant to MSRB Rule G-10, HSI’s registrations and certain information available on the MSRB’s website.

As required by Rule G-42, this MA Disclosure may be supplemented or amended from time to time as needed to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described in this MA Disclosure, or to provide updated information on any legal or disciplinary events of HSI. HSI will provide you with any supplement or amendment as it becomes available throughout the term of this engagement.

Registrations/Information Available on MSRB Website

HSI is a municipal advisor registered with the United States Securities and Exchange Commission (the “SEC”) and the MSRB. A municipal advisory client brochure that describes the protections that may be provided by the MSRB’s rules and how to file a complaint with an appropriate regulatory authority is posted on the MSRB’s website, <https://www.msrb.org>.

Conflicts of Interest

HSI adheres to its fiduciary duty to you as its client, which includes a duty of loyalty in performing all municipal advisory activities for you. HSI’s duty of loyalty requires HSI to deal honestly and with the utmost good faith with you and to act in your best interests without regard to HSI’s financial or other interests. In addition, because HSI is a broker-dealer with significant capital due to the nature of its overall business, HSI’s success and profitability does not depend on maximizing short-term revenue generated from individualized recommendations to HSI’s clients but instead depends on long-term profitability built on HSI’s foundation of integrity, and quality of service and strict adherence to its fiduciary duty. HSI’s municipal advisory supervisory structure, processes and practices provide strong safeguards against individual representatives’ departing from their regulatory duties due to personal interests. The conflicts disclosed below describe additional mitigations.

Compensation-Based Conflicts

For services related to a specific transaction, HSI receives transaction-based compensation contingent on the size or closing of the transaction. Transaction-based compensation creates incentives for HSI to recommend a transaction that it otherwise would not recommend or to recommend that the size of a transaction be greater than HSI otherwise would recommend. To mitigate this conflict, HSI has implemented policies and procedures designed to ensure that recommendations are suitable for clients and that HSI not receive excessive compensation.

Other Activities of HSI

HSI serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on your interests. For example, HSI serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such clients just as it does to you. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, HSI will sometimes face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interest of HSI in achieving a successful and profitable underwriting for its municipal entity underwriting clients will constitute a conflict of interest if, as in the example above, the municipal entities that HSI serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair HSI's ability to fulfill its regulatory duties to you.

At any given time a particular municipal advisor representative of HSI may be involved in numerous different transactions in different capacities. Accordingly, these municipal advisor representatives have a conflict of interest in allocating their time and activity between clients. To mitigate this conflict, HSI has implemented policies and procedures under which supervisors must consider the relevant municipal advisor representative's ability to devote sufficient time and attention to a transaction contemplated by a proposed municipal advisory agreement, in light of the representative's other pending transactions, in determining whether to approve the agreement.

Broker-Dealer Business

HSI is a broker-dealer that engages in a broad range of securities-related activities to service its customers and clients, in addition to serving as a municipal advisor or underwriter. These securities-related activities, which may include, among other things, the buying and selling of new issue and outstanding securities, including securities of yours, may be undertaken on behalf of, or as counterparty to, you, your personnel and current or potential investors in your securities. Those other customers or clients may have interests in conflict with your interests, such as when customers' buying or selling of your securities may have an adverse effect on the market for your securities, and the interests of those customers could create the incentive for HSI to make recommendations to you that could result in more advantageous pricing for the customers. Any conflict arising from HSI's effecting or otherwise assisting customers is mitigated by means of such activities being engaged in on customary terms through personnel of HSI that operate independently from HSI's municipal advisory personnel, thereby reducing the likelihood that the interests of those customers would have an impact on the services provided by HSI to you in connection with this engagement.

Secondary Market Transactions in Your Securities

HSI, in connection with its sales and trading activities, may take a principal position in securities, including your securities, and therefore HSI could have interests in conflict with your interests with respect to the value of your securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales of these securities. In particular, HSI or its affiliates may submit orders for and acquire your securities of the issue on which HSI is providing advice from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity would result in a conflict of interest with you in that it would create the incentive for HSI to make recommendations to you that could result in pricing of your bond in the marketplace that is more advantageous for purchasers, and therefore less advantageous for you. Any such conflict is mitigated by means of such activities being engaged in on customary terms through personnel of HSI that operate independently from HSI's municipal advisory personnel, thereby reducing the likelihood that these investment activities would have an impact on the services provided by HSI to you.

Affiliates

HSI is a wholly owned subsidiary of Huntington Bancshares Incorporated, a bank holding company based in Columbus, Ohio, and as a result has numerous affiliates. Some of these affiliates provide services to municipalities or obligors on municipal securities transactions. If HSI recommends an affiliate to provide other services to its municipal advisory clients, it has a conflict of interest in the form of an incentive to recommend that the client select its affiliate to perform the services.

Legal and Disciplinary Events

HSI's most recent Form MA and each Form MA-I are available at through the Electronic Data Gathering Analysis and Retrieval system, commonly known as EDGAR, listed by date of filing starting with the most recently filed. The EDGAR search page is available at <https://www.sec.gov/edgar/searchedgar/companysearch>. On that page you can search Huntington Securities, Inc. or Hutchinson, Shockey, Erley & Co., which is the former name of HSI, to find our Form MA and each MA-I. The last material change to the legal or disciplinary event disclosures was made on June 25, 2015, to add disclosure regarding the SEC order described below under the heading "Municipalities Continuing Disclosure Cooperation Initiative." There are no legal or disciplinary event disclosures on any Forms MA-I filed by HSI. The SEC permits certain items of information required of HSI on Form MA or MA-I to be provided by reference to the required information already filed by HSI in its capacity as a broker-dealer on Form BD or Form U4. Information provided by HSI on Form BD or Form U4, including disclosure of legal and disciplinary events, is publicly accessible through reports generated by BrokerCheck at <https://brokercheck.finra.org/>. For purposes of accessing these BrokerCheck reports, HSI's CRD number is 2261.

Municipalities Continuing Disclosure Cooperation Initiative

On June 18, 2015, the SEC issued an order against HSI, which at the time was known as Hutchinson, Shockey, Erley & Co., instituting administrative and cease-and-desist proceedings pursuant to Section 8A of the Securities Act of 1933 (the "Securities Act") and Section 15(b) of the Securities Exchange Act of 1934 (the

“Exchange Act”). This order was issued pursuant to a settlement between HSI and the SEC and was part of the SEC’s Municipalities Continuing Disclosure Cooperation Initiative, a voluntary initiative in which the SEC encouraged municipal issuers and underwriters to self-report violations involving materially inaccurate statements relating to prior compliance with the continuing disclosure obligations specified in Rule 15c2-12 under the Exchange Act.

The SEC’s order contains findings that HSI willfully violated Section 17(a)(2) of the Securities Act by failing to form a reasonable basis through adequate due diligence in certain municipal securities offerings for believing the truthfulness of certain assertions by issuers or obligors for issues of municipal securities regarding their compliance with previous continuing disclosure undertakings pursuant to Rule 15c2-12.

Without admitting or denying the findings in the SEC’s order, except as to the SEC’s jurisdiction over it and the subject matter of the order, HSI consented to the entry of the order, which requires that it cease and desist from committing or causing any violations and any future violations of Section 17(a)(2) of the Securities Act. The order also required that HSI comply with certain undertakings, including that it hire an independent consultant to review its policies and procedures relating to municipal securities underwriting due diligence, and to pay a civil penalty of \$220,000. HSI has complied with the undertakings and paid the penalty.

Section 17(a)(2) is an antifraud provision, but negligence is sufficient to establish a violation of this provision.

TEXAS GOVERNMENT CODE COMPLIANCE.

Fossil Fuels Boycott Verification: As required by 2274.002, Texas Government Code, as amended, SDM hereby verifies that SDM, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code, as amended.

Firearms Discrimination Verification: As required by Section 2274.002, Texas Government Code, as amended, SDM hereby verifies that SDM, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, as amended.

Israel Boycott Verification: As required by Chapter 2271, Texas Government Code, as amended, SDM hereby verifies that SDM, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel through the term of this Agreement. As used in the foregoing

verification, the term “boycott Israel” has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

Anti-Terrorism Representation: Pursuant to Chapter 2252, Texas Government Code, SDM represents and certifies that, at the time of execution of this Agreement neither SDM, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.