CERTIFICATE FOR RESOLUTION

STATE OF TEXAS §
§
COUNTY OF UPSHUR §

We, the undersigned officers of the Board of Trustees (the "*Board*") of the Union Grove Independent School District (the "*District*"), hereby certify as follows:

1. The Board convened in a meeting on the 14th day of September 2026, at the designated meeting place (the "*Meeting*"), and the roll was called of the duly constituted officers and members of the Board, to-wit:

Jody Day	President
Justin Smith	Vice President
Tim Turner	Secretary
Kelly Chambliss	Trustee
Michael Potter	Trustee
Karey Barbee	Trustee
Brian Cox	Trustee

and all of said persons were present, except the following absentees: ________________________________, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting—a written resolution entitled:

RESOLUTION AUTHORIZING RENEWAL OF LOAN AGREEMENT BETWEEN UNION GROVE INDEPENDENT SCHOOL DISTRICT AND TEXAS BANK AND TRUST COMPANY; AND DIRECTING THAT A DISTRICT DESIGNEE EFFECTUATE THE RENEWAL OF THIS LOAN; AND AUTHORIZING OTHER AGREEMENTS AND MATTERS RELATED THERETO

(the "*Resolution*") was duly introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion, carrying with it the passage of the Resolution, prevailed, and carried by the following votes:

Board Members	**Aye**	**No**	**Abstain**	**Absent**
Jody Day	_____	_____	_____	_____
Justin Smith	_____	_____	_____	_____
Tim Turner	_____	_____	_____	_____
Kelly Chambliss	_____	_____	_____	_____
Michael Potter	_____	_____	_____	_____

Karey Barbee	____	____	____	____
Brian Cox	____	____	____	____

2. A true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this ______ day of ____________, 2026.

UNION GROVE INDEPENDENT SCHOOL DISTRICT

By:____________________________________
Secretary, Board of Trustees

[DISTRICT SEAL]

RESOLUTION AUTHORIZING RENEWAL OF LOAN AGREEMENT WITH TEXAS BANK AND TRUST COMPANY; AND DIRECTING THAT A DISTRICT DESIGNEE EFFECTUATE THE RENEWAL OF THIS LOAN; AND AUTHORIZING OTHER AGREEMENTS AND MATTERS RELATED THERETO

STATE OF TEXAS §
COUNTY OF UPSHUR §
UNION GROVE INDEPENDENT SCHOOL DISTRICT §

WHEREAS, Union Grove Independent School District (the "District") is a political subdivision of the State of Texas and a duly organized independent school district;

WHEREAS, Union Grove Independent School District (the "District") previously entered into a loan agreement with Texas Bank and Trust Company (the "Bank"), dated September 30, 2023, providing for a loan to the District, which loan is currently scheduled to mature on September 30, 2026;

WHEREAS, the District used the proceeds of the loan for the construction, repair, equipment and renovation of the Elementary School;

WHEREAS, the District desires to renew and extend such loan with the Bank for an additional period commencing October 1, 2026, and expiring January 31, 2027, upon the terms and conditions provided in Exhibit A hereto and as may be agreed to by the District and the Bank;

WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the date, hour, place and subject of said meeting, including this Resolution, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; and

WHEREAS, the Board of Trustees (the "Board") of the District has determined that the extension of the loan is in the best interests of the District, and is necessary and appropriate for the District's financial and cash flow needs.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF UNION GROVE INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. It is hereby found and determined that the matters and facts set out in the recitals of this Resolution are true and correct and incorporated herein for all purposes.

Section 2. The Board hereby authorizes the use of lawfully available funds in an amount sufficient to (i) provide for the payment of the principal of and interest on the loan when due, and (ii) pay any costs relating to the extension of the loan agreement.

Section 3. The Board hereby authorizes and approves the renewal and extension of the District's loan agreement with Texas Bank and Trust Company, dated September 30, 2023, for a period commencing October 1, 2026, and expiring January 31, 2027, upon the terms provided in Exhibit A hereto, including the principal amount, interest rate, fees, repayment terms, and as may be agreed to by the District and the Bank.

Section 4. The engagement of FBT Gibbons LLP to provide legal services in connection with the renewal and extension of the loan is hereby approved and confirmed. Additionally, the engagement of FBT Gibbons LLP and Powell Law Group as Co-Bond Counsel to the District in connection with the issuance and defeasance of bonds and other debt obligations is hereby approved and confirmed. The execution and delivery of an engagement letter among the District and Co-Bond Counsel substantially in the form attached hereto as Exhibit B is hereby authorized and any Authorized Representative is hereby authorized to execute such engagement letter on behalf of the District.

Section 5. The Board hereby agrees and authorizes the reimbursement of all costs of issuance incurred to date in connection with the extension of the loan, including, but not limited to, attorneys' fees, from the proceeds of the loan.

Section 6. The Superintendent, or such other District official as may be designated by the Board (the "Authorized Representative"), is hereby authorized and directed, for and on behalf of the District, to work in conjunction with legal counsel, the Bank, and the financial advisor to gather, coordinate, and prepare any documents necessary or appropriate to effectuate the extension of the loan as authorized by this Resolution and to present such documents to the Board President for execution, as necessary.

Section 7. To satisfy in a timely manner all of the District's obligations under this Resolution, the Authorized Representative, and all other appropriate officers and representatives of the District are hereby authorized and directed to take all actions that are reasonably necessary to provide for the extension of the loan including, without limitation, paying the principal of and interest on the loan to the Bank, paying any fees or expenses (including the fees and expenses of legal counsel and the financial advisor) required in connection with the extension of the loan, and executing and delivering on behalf of the District all consents, receipts, requests, agreements and other documents as may be necessary consistent with the provisions of this Resolution.

Section 8. No recourse shall be had for payment of principal of or interest on the loan or for any claim based thereon against any member of the Board or employee of the District.

Section 9. The Authorized Representative is further authorized to deliver such additional certificates, agreements, notices, instruments, and other documents and to take such other actions as may be necessary or appropriate to carry out the purposes and intent of this Resolution and to consummate the extension of the loan.

Section 10. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED by the Board of Trustees of Union Grove Independent School District at a meeting duly called and held on the 14th day of September 2026.

UNION GROVE INDEPENDENT SCHOOL DISTRICT

By: ______________________________

President, Board of Trustees

ATTEST:

____

Secretary, Board of Trustees

FBT Gibbons

1100 Louisiana St., Suite 4300
Houston, Texas 77002
https://www.fbtgibbons.com

Powell Law Group LLP

108 Wild Basin Rd, Suite 100
Austin, Texas, 78746
www.plg-law.com

September 11, 2026

Mr. Greg Bower, Superintendent
Union Grove Independent School District
11220 Union Grove Rd
Gladewater, Texas 75647

Re: Engagement of Co-Counsel

Dear Mr. Bower:

We are pleased that you have asked FBT Gibbons LLP ("FBT Gibbons" or the "Firm") and Powell Law Group to serve as your co-bond counsel with respect to the Union Grove Independent School District's the "District) issuance of bonds and other obligations (together, the "Bonds") and the redemption and/or defeasance of Bonds and other obligations. In addition, FBT Gibbons has been asked to provide legal advice in connection with the extension of the loan agreement with Texas Bank and Trust Company, dated September 30, 2023 (the "Loan Agreement"). This letter and FBT Gibbons' Standard Terms for Client Engagements, attached are Exhibit C, will confirm the terms of our representation. If you have any questions about these terms, please do not hesitate to contact FBT Gibbons.

Client; Scope of Representation. Our client in this matter is **Union Grove Independent School District** ("you" or the "Client"). We will represent the District as co-bond counsel in connection with the issuance of Bonds and the redemption/defeasance of Bonds. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. While we would be interested in assisting you in other matters, unless we are specifically engaged for some other future matter, this will confirm that our representation of you is limited to the foregoing matter and will end when it is concluded. Should you engage us for one or more other future matters, those matters will also be governed by the terms in this engagement letter unless we issue a new engagement letter to you for any future matter. We acknowledge that PLG has a separate agreement with the District that covers the scope of its general counsel engagement, including the hourly work listed in Exhibit A, Sections B and C

Fees. Our fee per redemption/defeasance transaction shall be $9,000.00 for Co-Bond Counsel and $250 for expenses related thereto. Our fee per bond issuance transaction shall be determined at the time of the transaction.

Our fee per bond issuance transaction shall be calculated based on the greater of $15,000 and the product of the principal amount of any debt obligations applied against the following fee schedule:

Principal Amount:	Fee: (per $1,000 of principal)
$0 - $50,000,000	$1.56
$50,000,001 - $100,000,000	$1.38
Over $100,000,000	$1.20

- The fee schedule will be increased by 20% if refunding obligations are included in the transaction.
- An amount up to $9,000 will be added for additional federal income tax expertise relating to each series of obligations issued as tax-exempt.
- An amount up to $15,500 will be added for additional federal income tax expertise relating to each series of obligations with a refunding component issued as tax-exempt.

FBT Gibbons' fee in connection with the extension of the Loan Agreement shall be $15,000, payable at the time that the extension is closed.

Parent/Subsidiary/Affiliate/Constituent/Family Relationships. The Firm's representation of the District does not give rise to an attorney-client relationship between the Firm and the District's parent, subsidiary, or affiliate entities (for organizational clients), or any of the District's member of the District (for individual clients). In addition, our representation of an organizational Client does not give rise to an attorney-client relationship between the Firm and any of the District's owners, board members, officers, directors, shareholders, or other individuals associated with the District. Accordingly, our representation of the District will not create a conflict of interest in the event other District's of the Firm are or become adverse to any parent, subsidiary, affiliate, owner, officer, director, shareholder, family member, or other individuals associated with the District.

Waiver of Future Conflicts. The Firm represents many other entities and individuals. Some may have business or legal interests that are contrary to your interests. It is therefore possible that during the time we are working for you, an existing or future client may seek our assistance in connection with a transaction, pending or potential litigation, or another matter or proceeding in which that client's interests are or could become adverse to your interests. This can create situations in which work for one client on a matter might create a conflict of interest and preclude us from assisting other clients on unrelated matters.

To avoid the potential for this kind of restriction on our practice, you agree that FBT Gibbons may represent any existing or future client in any matter (including litigation, arbitration, or other dispute resolution proceedings), even if the interests of that client in the other matter are directly adverse to the interests of District, as long as that other matter is not substantially related to our Firm's work on behalf of District. You also agree that FBT Gibbons may represent District in any matter, even if your interests in the matter are directly adverse to the interests of another FBT Gibbons client, as long as that other matter is not substantially related to our Firm's work on behalf of the other client.

Please see our Standard Terms for Client Engagements for additional information about this prospective conflicts waiver, about which we encourage you to consult with other counsel.

Additional Terms. Our engagement is also subject to the attached Standard Terms for Client Engagements. In the event of any inconsistency, the provisions of this letter will control over the Standard Terms for Client Engagements. PLG's engagement is subject to the additional terms and conditions in Exhibits A and B hereto. FBT Gibbon's engagement is subject to the additional terms and conditions in Exhibit C hereto. In the event of inconsistency, the provisions of this letter will control over the standard terms for client engagements.

We appreciate the opportunity to represent you. Please return a signed version of this letter to Firm your agreement to these terms of our engagement. Our representation of you will begin when you accept the terms of our engagement. However, please note that your instructing us on this matter will also constitute your agreement to these terms.

We look forward very much to working with you on this matter.

Sincerely,

FBT GIBBONS LLP

By: ________________________________
Cheryl K. Rosenberg
Partner

POWELL LAW GROUP, LLP

By: ________________________________
Rick L. Lambert
Partner

AGREED:

UNION GROVE INDEPENDENT SCHOOL DISTRICT

By: ________________________________

Print Name: ____________________________

Print Title: _____________________________

Notice to Clients

Texas law requires that all attorneys provide their clients with the following notice about the existence of the attorney grievance process: "*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's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information."*

Attachments:

Exhibit A, Exhibit B, Exhibit C

EXHIBIT A

A. Bond Counsel Work that falls under Contingent Fee Arrangement:

The following work shall be billed under the contingent fee arrangement at a $0.00 billing rate:

1. Agenda Language for calling the Bond Election.
2. Bond Election Order
3. Notice of Election
   a. Postings and publication (including Spanish translations)
4. Resolutions
   a. calling the election;
   b. hiring bond counsel; and
   c. reimbursement resolution
5. Calling the Bond Election
6. Canvassing Order and related agenda language
7. Review of ballot proofs
8. Preparation of the transcript for submission to the Attorney General:
   a. PA/R Agreement
   b. Official Statement
   c. Bond Purchase Agreement
   d. General Certificate
   e. Order Authorizing Bonds

B. Work that will be billed at the regular hourly rate:

1. All work, including drafting, revising, and reviewing contracts, related to working with the District regarding the conduct of the elections or conducting separate elections;
2. Draft, review. and revise contracts pertaining to voting equipment;
3. Addressing election or polling questions or matters;
4. Analysis of bond related materials such as bond brochures, flyers, bond information videos, etc. and
5. Post election matters beyond canvassing.
6. Matters subsequent to the issuance of the Bonds:

C. Miscellaneous

1. All other miscellaneous work not listed above, consult with the public finance attorneys on proper billing.

EXHIBIT B

Partner/Of Counsel	$325.00 per hour
Senior Associate	$300.00 per hour
Junior Associate	$285.00 per hour
Senior Law Clerk	$195.00 per hour
Paralegal	$175.00 per hour
Legal Assistant	$125.00 per hour
Travel Time	One-half the hourly rate

EXHIBIT C

FBT GIBBONS LLP STANDARD TERMS FOR CLIENT ENGAGEMENTS

1. Client Responsibilities and Expectations. We expect you to be candid with us and fully disclose all relevant facts and considerations in connection with matters in which we represent you. We expect timely cooperation from you so that we may competently represent you and comply with any applicable deadlines. We expect timely payment of required retainers, advance payments, our monthly invoices, any agreed milestone payments, and full payment of any remaining balance on completion of your matter. If you meet those expectations, you may expect that we will exercise our professional judgment on your behalf based on the facts of which we are aware and the law as it exists at the time of our representation. We cannot, however, predict or guarantee any particular outcome for your matters, and payment of our fees and invoices is not contingent on any particular outcome unless we have an agreement in writing for a contingency arrangement. Additionally, because it is important that we are always able to consult with you regarding our representation, you agree to provide us with all changes to your contact information, including the location of your principal offices, phone numbers, and email addresses.

2. Billing / Invoices. We bill in increments of one-tenth an hour unless we agree with you on a different arrangement. We will issue monthly statements indicating the status of the account as to both fees and expenses, unless we agree with you on a different interval or billing arrangement. The statements are due upon submission to you and will include details and options for making payment. If statements are not paid in full within 30 days, we may add a late charge of 1% per month of the amount due. If your account is delinquent for more than 60 days, we expect that you will discuss with us the reasons for the delinquency and your plan to address it, and we may stop work on the engagement until and unless your payments become current. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees._

3. Electronic Billing. If you ask or require us_to use an electronic billing platform or application, we expect your cooperation in addressing technical problems and full or partial invoice rejections. We cannot agree to the use of e-billing systems, e-billing rules, or e-billing practices that unreasonably reject our invoices, time entries, or expenses; that impose unreasonable requirements; or that impose unreasonable short appeal deadlines or unreasonably burdensome appeal requirements.

4. Transactional Matters in which a Closing is Anticipated. For transactional work involving a potential closing, you agree to pay us any remaining balance in full no later than the closing. In the event that your matter does not result in a closing, we will discuss with you the payments due to the Firm based on our time and expenses invested in the matter. Unless otherwise agreed by us in writing, however, our fees and expenses for such work are not contingent on a successful closing.

5. Estimates. We are sometimes asked to estimate the anticipated fees and costs for a particular matter. But fees and costs are usually not predictable and are often affected by factors beyond our control. Accordingly, the total cost for legal services we provide on your matters cannot be precisely determined, and we make no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete a matter. Any estimate we provide is a good faith approximation and neither a limit on our fees and expenses nor a limit on your obligation to pay. Significant changes in the scope of work contemplated at the beginning of an engagement will also make any estimate inaccurate. You therefore agree

that we will discuss revised estimates in the event of material change in the scope of an engagement._

6. Expenses. Expenses on your matters may include expert and consulting fees, vendor charges, document reproductions, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, court costs, filing fees, and court reporter and transcript fees. We typically will require you to contract with and pay vendors, experts, and consultants directly rather than through the Firm. In_instances in which the Firm agrees to retain a vendor, expert, or consultant on your behalf, we will always require that the payment obligation rests with you, not the Firm. More generally, we require you to pay most expenses directly rather than reimbursing the Firm. For smaller expenses or other expenses for which we elect to cover the payment, we will include the expense on an invoice to you; we typically will not pay such expenses ourselves until we have received from you the invoiced amount of that expense. Payment for invoiced expenses is always due immediately regardless of payment terms with respect to our fees. Our invoiced charges for expenses may include our administrative costs when the Firm manages a Firm-wide program for that type of expense. In most instances, however, our invoiced charges for expenses reflect our actual out-of-pocket for an expense specific to your matter(s).

7. Retainers. Any retainer payment will normally be less than the Firm's ultimate fees and expenses; it is neither an estimate of nor a limitation on the Firm's fees and expenses for a matter. It is intended as a security deposit to ensure ultimate payment of our fees and expenses, and your obligation to pay invoices in full exists irrespective of any retainer balance you have with us. Retainer payments will be deposited into a client trust account (which you agree may be maintained outside the state of the engagement letter signatory's office), and we may draw against it to satisfy any of your invoices that are more than 30 days past due. You agree to replenish the retainer should we exercise our right to draw on it. In addition, we may require an increased retainer in our discretion as circumstances warrant. We may discontinue our representation should you not immediately replenish a retainer or pay a requested retainer increase.

8. Litigation Matters. If this engagement involves litigation, the Client may, in certain circumstances, be required to pay the opposing party's or third-party court costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case. You agree to make appropriate individuals, including owners, officers, and employees, available for trial, hearings, depositions, and other proceedings as required or requested, and to commit the appropriate personnel and sufficient__resources to meet the Client's discovery and other litigation obligations._

9. Intellectual Property ("IP") Matters. Unless otherwise expressly agreed in this letter, our representation of you on IP matters does not include reminders, management, or payment of maintenance fees, renewal fees, or similar fees charged by government authorities. If we agree to handle such obligations for you, we may charge an administrative fee in addition to the government-imposed fee. This administrative fee is intended to cover our time and costs in satisfying these obligations for you, and we may change the amount of the fee from time to time based on market or other factors. While the administrative fee as shown on your invoice may be stated in terms of hours multiplied by an hourly rate, this and other administrative IP fees we charge may be a flat charge that does not reflect the actual time spent on the activity associated with the administrative activity. We may require advance payment for any fees we have agreed to pay on your behalf. If the required advance payment is not timely made, we will not be obligated to make the payment of the government-imposed fee, which may result

in the lapse of your IP rights. If you fail to keep us informed of your current contact information, we may be unable to communicate about upcoming deadlines, maintenance and renewal fees, and other periodic document requirements for your IP, in which case we will not act on your behalf and your IP property rights may lapse._

10. Conflicts of Interest. We are governed by rules of professional conduct that include restrictions relating to conflicts of interest. We have a comprehensive process in place to help identify and resolve potential conflicts of interest. Despite this process and our good faith efforts, potential conflicts are missed from time to time, sometimes through no fault of our own. We depend on you to help us identify all potentially involved parties in your matters, both at the outset of our representation and on an ongoing basis. Without such assistance from you, the Firm could find itself with a conflict of interest that may require us to seek conflict waivers or even withdraw from our representation of you.

11. Waiver of Future Conflicts. In deciding whether to consent to future conflicts as described_in the engagement letter, the Client should consider how you might be affected by our Firm being adverse to you in another matter, or by our representing you in a matter in which the adverse party is also a client of the Firm (albeit in other matters). Because we would not be adverse to the Client on the same matter on which we represented the Client (or one substantially related to such matter), we do not believe that there is any material risk that our commitment and dedication to the Client's interests will be adversely affected. Furthermore, your waiver of future conflicts does not waive your right to have our Firm maintain the confidentiality of client information obtained by us in representing you. If our representation of another client in a matter is directly adverse to you, our lawyers who have had significant involvement in our work for you will not work on the matter for such other client. We will take reasonable steps to ensure that your proprietary or other confidential information will not be made available to lawyers or others in our Firm involved in such matter. Conversely, in our representation of other clients pursuant to this waiver of future conflicts, we may obtain confidential information of interest to you that we cannot share with you.

12. Generative AI. Unless you expressly instruct us otherwise, we may use on your matters applications that incorporate generative artificial intelligence ("GenAI"). Like any technology, GenAI carries a degree of risk, which may include the risk of errors in GenAI-generated content and data security vulnerabilities. We have implemented reasonable measures to safeguard against these risks, and we will use only those GenAI tools that meet the Firm's security protocols and are otherwise approved by the Firm. We will comply with applicable ethics and court rules in any use of GenAI.

13. Use of Client's Name. To promote the caliber of clients we represent for marketing and other purposes, you grant us permission to use your company's name and to describe in general terms the type of work we have done for you (without revealing confidential or sensitive details or privileged communications). Our use of this information may involve marketing materials (including without limitation presentations, the Firm's website, and other promotional efforts), as well as required court filings in matters unrelated to___our representation of the Client. You may refuse this permission for specific situations or generally (except when we are required by law to disclose) by sending us specific, written directions on this topic._

14. Data Privacy and Security. In providing legal services to the Client, FBT Gibbons may collect and process personal information (such as names, contact details, and other data) in accordance with appropriate data protection standards and safeguards. If there are any specific requirements or obligations to be

implemented or enforced in connection with disclosure of that personal information to us, we request that you notify us in writing prior to disclosure so that we can ensure compliance with each of our respective obligations. For more information regarding our collection, use, and disclosure of personal information, please review the Privacy Policy on our website (www.fbtgibbons.com) or submit any questions or requests to us directly by email to privacyoffice@fbtgibbons.com.

15. Insurance Coverage. Unless we have been expressly retained to address insurance coverage issues, we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

16. Securities Laws. Unless we have been expressly retained to address federal or state securities laws, our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the Client's disclosure obligations under such laws. We understand that the Client will not, without our prior written consent, include documents or information we provide to it in any filings with federal or state securities regulators, including the SEC.

17. Corporate Transparency Act. Unless we have been expressly retained to advise on compliance with the federal Corporate Transparency Act or any similar state statute (collectively "CTA"), we have no responsibility to advise the Client on compliance with the CTA or applicability of CTA exemptions. We will not be responsible for making any initial or updated filing required under the CTA, which shall remain the responsibility of the Client.

18. Termination by Client. You have the right to terminate our representation at any time by notifying us in writing. Should you do so, our fees and expenses incurred up to that point still will be due to us.

19. Withdrawal by FBT Gibbons. Under the rules of professional conduct by which we are governed, we may withdraw from our representation of you so long as we can do so without unfair prejudice to your interests. We will withdraw in the event of (a) nonpayment of our fees and expenses, an advance payment, or an initial or increased retainer; (b) misrepresentation or failure to disclose material facts concerning the engagement; (c) lack of cooperation by the Client; or (d) conflicts of interests that cannot be resolved. We may elect to withdraw for any other reason permitted by the rules of professional conduct, consistent with our obligation to avoid unfair prejudice to you. Should we withdraw from our representation of you, our fees and expenses incurred up to that point will still be due to us.

20. Post-Engagement Developments. You are engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and obligations. Similarly, factual developments after the completion of the matter could have a material impact on your legal rights, obligations, and options. Unless the Client engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal or factual developments.

21. Retention and Disposition of Electronic Documents and Tangible Items. At the conclusion of a matter, we will retain electronic and tangible items relating to the matter according to the Firm's then-current records retention schedule. We will provide a copy of that schedule upon request. After the expiration of the applicable retention period, we reserve the right to dispose of your documents without further notice. At your request prior to expiration of a retention period, we will provide you (or a third-party you select) with originals

or copies of electronic information and tangible items related to your matter(s) with us. In fulfilling such a request, the Firm may elect (a) to retain copies of electronic and tangible items for our records, and (b) to exclude from what we provide to you purely internal Firm communications as well as administrative records, conflicts searches, time and expense reports, personnel and staffing materials, and credit and accounting records.

22. Audit Letters. We will comply strictly with, and not go beyond, the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) in any response that you request we make to your auditors regarding "loss contingencies" affecting you.

23. Escrow Agency. In most circumstances, we will not agree to act as an escrow agent. If you need escrow services (in a matter in which we are involved or otherwise), we will be pleased to suggest one or more escrow agents for your consideration.

24. Consultation with Firm Counsel. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues and could even include issues raised because of a dispute between us and a client over the handling of a matter. The Firm has in-house counsel who advise the Firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the Firm's interest, that in the event issues arise concerning our duties and obligations as lawyers, we receive candid and confidential advice from counsel versed in these subjects. Accordingly, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our Firm's counsel (either the Firm's internal counsel or, if we choose, outside counsel), we have the Client's consent to do so and that our representation of the Client shall not waive any attorney-client privilege that the Firm may have to protect the confidentiality of our communications with our internal or outside counsel.

25. Retirement Plan Legal Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain "covered service providers" must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a "covered service provider," there are situations in which it might be. A description of the disclosures required in those situations can be located at final-regulation-service-provider-disclosures-under-408b2.pdf (dol.gov).

26. Predecessor/Successor Firms. You agree that engagement letters and conflicts waivers you have previously provided to a predecessor firm (including Frost Brown Todd LLP and Gibbons P.C.) remain valid for FBT Gibbons unless and until superseded by a later document signed by both you and FBT Gibbons. You also agree that this engagement letter, as well as engagement letters and conflicts waivers you provide in the future to FBT Gibbons, will remain valid for a successor to FBT Gibbons unless and until superseded by a later document signed by you and that successor. For purposes of this provision, "predecessor" and "successor" refer to any form of merger, acquisition, or combination involving previously separate law firms.