

May 27, 2026

Sylvester Vasquez Jr.
Board President
Southwest Independent School District
11914 Dragon Ln.
San Antonio, Texas 78252

Re: Proposed Letter Agreement for Legal Services – Toyota Motor Manufacturing Texas, Inc., Taxable Value Limitation on Eligible Property – JETI Agreement.

Dear Mr. Vasquez:

Walsh Gallegos Kyle Robinson & De Los Santos, P.C. (“Law Firm”) appreciates the opportunity to serve as legal counsel to the Board of Trustees for the Southwest Independent School District (“District”).

In this regard, we are writing to propose the firm’s engagement as part of our legal service to the Board of Trustees with respect to the District’s consideration of an Application for Taxable Value Limitation on Eligible Property (“Value Limitation Application”) from Toyota Motor Manufacturing, Texas, Inc., (“Applicant”), pursuant to the Jobs, Energy, Technology and Innovation Act (JETI), 403 Texas Government Code. Unless modified by this engagement letter, the firm’s legal service to the Board of Trustees and District will continue to be governed by the existing legal retainer agreement.

Regarding the District’s consideration of a Value Limitation Application, the Law Firm agrees to the following legal services:

1. Work with the District’s School Finance Consultant of choice to review, and advise on the Value Limitation Application;
2. Represent the District in reviewing Applicant submissions and communications with the Texas Comptroller of Public Accounts regarding the Value Limitation Application and coordinate with the Applicant as necessary to facilitate processing the application in a timely manner;
3. Represent the District in negotiations with the Applicant and Governor’s Office for a finalized Agreement on Value Limitations; and
4. Provide attorney-client privileged counsel and advice to the Superintendent of Schools and Board of Trustees during the application process, including

representation at meetings, public hearings, and consideration of the final Agreement.

Rather than billing this matter on an hourly basis with expenses as per its Retainer Program, the Law Firm proposes to bill in the following manner:

1. Bill Fifteen Thousand Dollars (\$15,000.00) of the District's Thirty Thousand Dollars (\$30,000.00) Application Fee that has been paid by Applicant to allow for payment of attorney fees arising from services provided to represent the District's interest in the application/agreement process.
2. Payment shall be due and payable upon the Application submission to the Comptroller.
3. Legal fees shall be paid from the application fee paid by Applicant to the District; and
4. Legal fees for assignment and amendments arising after the Comptroller has issued its certification shall be charged at the District's hourly retainer fee basis to the extent that the hours incurred at the Firm's retainer rate exceed the flat-fee for any such post certification assignment or amendment. District agrees to compensate the Firm for its representation in any post certification assignment or amendment in accordance with its regular retainer agreement.

AGREED:

SOUTHWEST INDEPENDENT SCHOOL DISTRICT:

By: _____
Sylvester Vasquez Jr., President
Board of Trustees

_____ Date

WALSH GALLEGOS KYLE ROBINSON & DE LOS SANTOS, P.C.:

By: _____
P. Blake Henshaw
Law Firm

_____ Date