

March 5, 2019

The Honorable Judge and Commissioners
Williamson County, Texas
710 South Main Street, Suite 301
Georgetown, Texas 78626

Ladies and Gentlemen:

This engagement letter will outline our proposed services as Bond Counsel to Williamson County, Texas (the "County") in connection with the issuance of bonds, certificates of obligation, notes and other obligations by the County.

SERVICES

We will perform all usual and necessary legal services as Bond Counsel. Specifically, we will prepare and direct legal proceedings and perform other necessary legal services with reference to the authorization, sale, and delivery of the County's bonds, certificates of obligation, notes or other obligations referenced above (for convenience hereafter collectively referred to as "bonds"), including the following:

1. Consultation with the County, as appropriate, and any advisors in planning for bond issues, including consultations concerning federal tax considerations;
2. Preparation of all contracts, ordinances, resolutions, trust indentures, and other instruments pursuant to which bonds will be authorized, secured, sold and delivered in consultation with the County, the County's attorney, financial advisors, the underwriters and their counsel and any officials and consultants thereof;
3. Prepare any applicable election proceedings, if necessary, in connection with the bonds;
4. Draft the continuing disclosure undertaking of the County;



5. Attendance at meetings of the County, as appropriate, and with other representatives thereof to the extent required or requested with reference to the authorization and issuance of the bonds;
6. Preparation of all documents necessary to seek the approval of the Attorney General of Texas and the submission of such documents to the Attorney General for approval and to the Comptroller of Public Accounts for registration of the bonds as required by law;
7. Supervision of the printing and execution of the bonds and the delivery thereof to the initial purchaser of the bonds;
8. Subject to the completion of proceedings to our satisfaction, rendering our nationally accepted legal opinion (the "Bond Opinion") covering the validity of the bonds under Texas law and tax status of the interest thereon under federal income tax laws; and
9. Preparation of a transcript of all proceedings in connection with the issuance of the bonds.

Our Bond Opinion will be delivered by us on the date bonds are exchanged for their purchase price (the "Closing"). The County will be entitled to rely on our Bond Opinion.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the County with applicable laws relating to the bonds. With regard to the issuance of bonds, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the bonds and their security. We understand that you will direct members of your staff and other employees of the County to cooperate with us in this regard.

The foregoing legal services as Bond Counsel do not include any direct responsibility for litigation of any kind. However, if during the issuance of the bonds any litigation should develop regarding the issuance of the bonds or the provisions made for their payment or security, we will consult, advise and cooperate with the County's attorney concerning any such litigation.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

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- (a) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (b) Preparing state securities law memoranda or investment surveys with respect to the bonds.
- (c) Drafting state constitutional or legislative amendments.
- (d) Pursuing test cases or other litigation.
- (e) Making an investigation or expressing any view as to the creditworthiness of the County or the bonds.
- (f) Except as described in paragraph 4 above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (g) Representing the County in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (h) Negotiating the terms of, or opining as to, any investment contract.
- (i) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

In addition, our services as Bond Counsel do not include any direct responsibility for the "disclosure obligations" owed to the investing public under the federal securities laws and the various state securities laws. We will not be responsible for the preparation of any Official Statement and will not assume any responsibility with respect thereto nor undertake independently to verify any of the information therein, except that, in our capacity as bond counsel, we will review various statements in any Official Statement to verify that such statements conform to the provisions of the legal instruments and documents therein described.

The firm will undertake upon the request of the County such services as may be necessary to assist the County in satisfying its federal securities law obligation and the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The firm will undertake upon the request of the County such services as may be necessary to render a written opinion with respect to any matters relating to the compliance by the County with the ongoing disclosure or other compliance requirements of Rule 15c2-12, provided in connection with the delivery of the opinion.



Our services as Bond Counsel do not include any responsibility for investigating the financial condition and affairs of the County. Our Bond Opinion will contain a paragraph substantially to the effect that we have acted as Bond Counsel for the County for the sole purpose of rendering an opinion with respect to the legality and validity of the bonds under the Constitution and laws of the State of Texas, and with respect to the exemption of the interest on the bonds from federal income taxes, and for no other reason or purpose. The paragraph will also disclose that we have not been requested to investigate or verify, and have not investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the County, and have not assumed any responsibility with respect thereto.

COMPENSATION

Please see **Exhibit "A"** attached to this engagement letter for a proposed dollar cost fee estimate regarding the issuance of bonds. Any services to be provided at the request of the County outside the issuance of bonds may be billed, as agreed to by the County.

Our Bond Counsel fee is contingent upon issuance of the bonds. We also expect to be reimbursed for all normal and reasonable actual out-of-pocket expenses incurred (such as travel with all mileage reimbursed at the then current rate established by the Internal Revenue Service, Attorney General filing fees, form 8038 preparation fee, preparation of bonds, bond review board filing preparation fee, communications, reproduction and delivery service) in connection with the services performed. Copying charges are normally twenty cents a page. Large copying orders are sometimes subcontracted out, in which case the actual charges are billed. Our Bond Counsel fee and all then available expenses will be billed at or soon after Closing and certain post-Closing expenses (such as bond transcript preparation and delivery expenses) may be billed subsequently.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the County will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the County in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the County's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the County will not affect, however, our responsibility to render an objective Bond Opinion.

CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the County, one or more of our present or future clients will have



transactions with the County. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the bonds. Execution of this letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

NO BOYCOTT OF ISRAEL

To the extent this engagement letter is a contract for goods or services, McCall, Parkhurst & Horton L.L.P. hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this engagement letter. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

TERMINATION

This engagement may be terminated by either party upon thirty (30) days written notice; provided, however, if the County exercises the early termination, the County shall pay Bond Counsel all fees and expenses accrued to the date of such termination from the proceeds of future bond issues. There shall not be individual liability on any member of the Commissioners Court of the County, or other official of the County, for the payment of any amounts due hereunder.

If the County finds this proposal to be satisfactory, we ask that a copy of this letter be signed and returned to us for our files. We look forward to working with the County.

Respectfully submitted,

McCall, Parkhurst & Horton L.L.P.

Carol D. Polumbo
Managing Partner



The foregoing agreement is hereby accepted on behalf of the Williamson County, Texas.

Date: _____, 2019.

By: _____
Title: _____

Exhibit A
McCall, Parkhurst & Horton L.L.P. Proposed Dollar Cost Fee Estimate for Williamson County, Texas

<u>Transaction Type</u>	<u>General Fee</u>	<u>Premiums and Minimums</u>
Base Transaction Fee (BTF)	\$7,500 for 1st \$1,000,000; plus, \$1.00 per bond amounts between \$1,000,000 and \$25,000,000; plus, \$0.75 per bond amounts between \$25,000,000 and \$50,000,000; plus, \$0.50 per bond amounts exceeding \$50,000,000. Issuances in excess of \$100,000,000 will be negotiated per transaction	\$7,500 minimum for any issue
Transactions involving bond elections	BTF	\$4,000 added to first issuance of bonds under authority of the election, provided that if multiple elections were held before passage, add \$2,000 to first issuance for each election held
Refundings	BTF	25% added for advance refundings to account for additional tax work
TWDB/USDA/RUS transactions	\$17,500 for first \$1,000,000 \$5 per bond for next \$4,000,000 \$2 per bond for amounts over \$5,000,000	Fee calculated in accordance with the BTF; provided that a minimum fee of \$17,500 shall be charged for transactions under \$1,000,000
Tax Credit Bonds (if authorized by Federal law)	\$25,000 flat fee for issues up to \$5,000,000 plus \$1 per bond amounts in excess of \$5,000,000	
Revenue Transactions	BTF	\$5,000 premium for first transaction under new financing system structure
Sales Tax Transactions	BTF	\$12,000 minimum up to \$4,000,000; \$15,000 minimum over \$4,000,000
Other transactions, including Commercial Paper, Public Improvement Districts, Tax Increment Financings, and other more complicated structures	Fee to be negotiated	
Disclosure Counsel Services	\$8,500 or as agreed	

Note: Bond amount is each \$1,000 of the greater of principal amount or net proceeds to the County (principal amount + net premium). All fees are contingent on the successful closing of a transaction.