

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

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March 14, 2025

VIA EMAIL

Williamson County, Texas
C/O: Hal C. Hawes,
General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626
hal.hawes@wilcotx.gov

RE: EPCOR Utilities Inc. and its affiliates

Dear Mr. Hawes:

Scope. This engagement letter, if accepted, will serve as the agreement by which Armbrust & Brown, PLLC ("A&B") will represent Williamson County, Texas, ("you") in regard to the above referenced matter. The terms of this engagement letter shall also apply, however, to any additional representation or legal service that A&B may agree to provide to you in the absence of a separate written agreement for such services or representation. Although we will endeavor to achieve a satisfactory result in this representation, it is understood that A&B makes no promises or guarantees concerning the outcome, and cannot do so.

Fees. You agree to pay A&B fees for its services and reimbursement for its expenses in this representation as described below. A&B will charge fees for services based on time spent by lawyers and legal assistants working on this representation, at hourly rates that vary based on the experience and expertise of the person performing the work. We revise our standard hourly fee schedule from time to time, and typically every year. I will be the A&B attorney primarily responsible for this engagement, with assistance from Jeff Hobbs, and it is possible that other work on this matter may be completed by other attorneys or legal assistants under my supervision. My rate and Jeff Hobbs' rate for this matter will be \$500/hour. For other attorneys or legal assistants, rate classifications are \$500/hour for senior partners, \$450/hour for other partners, \$350/hour for associates, and \$200/hour for legal assistants.

Expenses. In addition to fees, A&B will charge for reimbursement of expenses it incurs in this representation. These expenses may include teleconference charges, copy costs, postage and delivery charges, travel expenses, filing fees, expert witness fees, costs for depositions and hearing transcripts, computerized research, document identification and imaging costs, computer database expenses, and other litigation expenses. For disbursements of \$500 or more, A&B may request

that the supplier of the goods or services bill you directly, and you agree to promptly pay amounts billed.

A&B will keep records of its time and expenses, and will normally send a statement each month, or at such other frequency as may be convenient, showing fees for work done during the previous period, plus reimbursable expenses that were paid during the previous period. You agree to make payment promptly following receipt of each statement by means of checks or drafts payable to "Armbrust & Brown, PLLC." If any statement remains unpaid for more than 30 days A&B may, consistent with ethical obligations and applicable judicial requirements, cease performing services until satisfactory arrangements for payment have been made.

Client Document Retention. To the extent this matter involves litigation, please note that you have strict legal obligations to preserve relevant information, including halting the automatic operation of document destruction processes, such as the routine deletion of emails and other electronic files. By signing this engagement letter you agree to take immediate, reasonable and necessary steps to ensure that documents (including electronic information) relating to any ongoing or anticipated litigation made the subject of this representation are preserved and not destroyed, and to notify us if you believe that any relevant information has been lost or destroyed. Our attorneys and litigation technology staff are available to answer questions and provide assistance in this regard.

Other A&B Clients. We have reviewed our client/matter information against the information provided by you, and to the best of our present knowledge, we are aware of no actual or potential conflict in A&B proceeding with this representation.

This engagement restricts A&B's future ability to take a position adverse to you in a related legal matter (*i.e.*, the subject dispute with EPCOR Utilities Inc.). A&B represents a broad base of clients in a wide variety of legal matters. As a result, it is possible that in a current or future legal matter unrelated to this engagement, you could be in a position adverse to another A&B client. You agree that A&B may represent other clients whose interests are adverse to you, including in litigation, business negotiations, transactions, including all real estate and real estate entitlement matters, or any other legal matters, provided such other representation is not substantially related to A&B's representation of you in this engagement. You further agree that A&B's representation of you in this engagement will not entail you providing A&B any confidential information or data concerning you that A&B could use on behalf of any present or future client in matters unrelated to this engagement, and you agree that A&B's receipt of information or data concerning you in connection with this representation shall not restrict A&B from representing any clients in matters unrelated to this engagement.

A&B Document Retention. A&B has a document retention policy with respect to client files. Subject to certain exceptions, once a file is closed in a particular matter, it is A&B's general policy to retain the file for a minimum of ten years, after which time it may be destroyed. We will share with you the specifics of A&B's client file retention policy at your request.

Communication. It is important that we maintain a good working relationship, and we take pride in maintaining good working relationships with our clients. If you become dissatisfied with

any aspect of A&B's representation, please bring it to our attention immediately. It is our belief that most problems can be resolved by a frank and good faith discussion between us.

Terminable at will. You may terminate this engagement by written notice at any time. A&B reserves the right to withdraw from this engagement, subject to our ethical obligations and applicable judicial requirements. Otherwise, this engagement will terminate upon the completion of the legal services described above.

Miscellaneous. In the event of any dispute under or concerning this letter agreement or A&B's representation of you, the exclusive venue for any litigation shall be in Travis County, Texas. This engagement letter contains the entire agreement between you and A&B regarding this representation, and supersedes all previous agreements and understandings, if any, whether oral or written, regarding this representation. In agreeing to this engagement, you agree that you not relying on any promise, statement, or representation by A&B that is not contained in this letter.

To confirm your agreement to these terms of A&B's representation, please sign this letter and return it to us. If this letter does not accurately describe the terms of this engagement and the services that you believe A&B has agreed to provide, please notify me immediately. Also, if you do not understand anything in this letter, or you want more information or clarification, please contact me before you sign this letter.

A copy of this letter should be retained in your files. Please contact me promptly if you have any questions about this letter or any other aspect of A&B's engagement in this matter. I look forward to working with you.

Sincerely,

ARMBRUST & BROWN, PLLC

By: 
David A. King

Accepted:

Williamson County, Texas

By: _____

Title: _____

Date: _____

Address to be invoiced:

By Email To: hal.hawes@wilcotx.gov