

Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201

Kelly Hart & Hallman LLP
201 Main Street, Suite 2500
Fort Worth, Texas 76107

January 23, 2024

Tarrant County Commissioners Court
100 E. Weatherford
Fort Worth, Texas 76102

Ladies and Gentlemen:

You have asked that we update and confirm our agreement with Tarrant County, Texas (the "County") regarding our services as bond counsel ("Bond Counsel") in connection with the issuance of bonds (the "Bonds") secured by assessments levied in a public improvement district (a "PID") by or on behalf of the County. This letter confirms our discussions with you regarding your engagement of our firms and describes the basis on which our firms have provided and will continue to provide legal services to the County as Bond Counsel.

Our firms have been engaged to advise the County in connection with various matters, including particularly the provision of services as Bond Counsel. Our client in these matters is the County. With respect to our services as Bond Counsel to the County, our services include the preparation of the legal proceedings relating to the issuance, sale and delivery of Bonds by the County, assisting the County and its consultants in their preparation of official statements or other securities laws disclosure documents solely for the purpose of confirming that the information therein fairly and accurately describes the bonds, the security therefor, and the federal income tax status thereof, reviewing the documents with respect to the County's responsibilities under Rule 15c2-12 promulgated by the Securities and Exchange Commission, submission of the proceedings to the Attorney General of the State of Texas for approval and obtaining registration of the Bonds by the Comptroller of Public Accounts of the State of Texas, as required by law, and the delivery of our opinion covering the validity of the Bonds under Texas law and the tax exempt status of the interest thereon under federal income tax laws. Our services will include counsel regarding the creation of any of PIDs and the levy of assessments therein, together with any related documentation or agreements.

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matters and, if you so request, we will suggest to you possible successor counsel and provide it with whatever papers you have provided to us.

Following such termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of

professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to these matters will be retained by the respective firm maintaining such files. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by either of our firms will be transferred to the person responsible for administering the records retention program for such firm. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

For services rendered as Bond Counsel on Bonds issued by the County related to a PID, our fee on each series of Bonds is \$20.00 for each \$1,000 of the issue amount of each such series, including principal and premium, with a minimum fee of \$40,000. Our fees for services as Bond Counsel (but not our expenses) are contingent on the issuance and sale of the Bonds.

For all other matters, our fees will be governed by the terms of our existing engagement letters or other arrangements with the County.

You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses in accordance herewith.

As we have discussed, you are aware that each of our firms represents many other companies and individuals. You acknowledge that Kelly Hart & Hallman LLP represents the City of Fort Worth, Texas in connection with various matters, including as Bond Counsel. It is possible that during the time that we are representing the County, some of our present or future clients, including the City of Fort Worth, may have disputes or transactions with the County. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to the interests of the County. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

[Signature Page Follows]

It continues to be a personal and professional pleasure to serve you. Please call me if you have any questions or comments during the course of our representation.

Very truly yours,

Kelly Hart & Hallman LLP

By: _____
Jonathan W. Cranz

Norton Rose Fulbright US LLP

By: _____
Robert D. Dransfield

Acknowledged and accepted by the Tarrant County Commissioners Court this ____ day of January __, 2024.

By: _____
Judge Tim O'Hare

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.