

November 20, 2025

The Honorable Mayor and City Council Members
City of Round Rock, Texas
221 East Main Street
Round Rock, Texas 78664

Dear Ladies and Gentlemen:

This engagement letter will outline and confirm our proposed services as Bond Counsel to the City of Round Rock, Texas (the "City") in connection with the issuance of bonds, certificates of obligation, notes or other obligations by the City and our understanding of compensation therefor.

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 City'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 City, 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 City, the City'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 City;
5. Attendance at meetings of the City, 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 City 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 City 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 City 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 City's attorney concerning any such litigation. Our fees for such services would be based upon an hourly rate of \$525 an hour.

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:

- (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 City 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 City 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 City such services as may be necessary to assist the City in satisfying the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission. Our fees for such services would be based upon an hourly billing rate of \$525 per hour. Should it be necessary for the firm to render a written opinion with respect to any matters relating to the compliance by the City with the ongoing disclosure or other compliance requirements of Rule 15c2-12, such fee for legal services provided in connection with the delivery of the opinion will be set at an amount agreed upon by us and the City.

Our services as Bond Counsel do not include any responsibility for investigating the financial condition and affairs of the City. Our Bond Opinion will contain a paragraph substantially to the effect that we have acted as Bond Counsel for the City 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 City, and have not assumed any responsibility with respect thereto.

COMPENSATION

Our Bond Counsel fee for legal services for each series of bonds delivered consists of a fixed fee of \$7,500 for up to the first \$1,000,000 in principal amount plus \$1.00 per \$1,000 in principal amount thereafter, with a minimum fixed fee of \$10,000 for any particular series of bonds issued; provided that for any series of bonds with a principal amount of less than \$5,000,000 that is sold in a private placement transaction our Bond Counsel fee a fixed fee of \$8,000.

Additionally, any bonds requiring an election for their issuance will have an additional fee to be determined based on time and complexity of the election added to first issuance of bonds under authority of the election, with such fee being a minimum of \$10,000 and a maximum of \$20,000; provided that if multiple elections are required an additional \$5,000 fee will be added for each election.

For an initial issuance by the City of revenue bonds, such as water and sewer revenue bonds, under a new financing system structure our fees will also include an additional \$5,000. Fees in connection with public improvement district financings and tax increment financings will be negotiated at that time.

In addition, for certain complex transactions, including financings through a program funded by the United States Department of Agriculture, the Texas Water Development Board or a similar agency or entity, our fee will be \$17,500 for up to the first \$1,000,000 in principal amount, plus \$5 per each \$1,000 in principal amount from \$1,000,000 to \$5,000,000, and plus \$2 per each \$1,000 in principal amount over \$5,000,000, with a minimum fixed fee of \$20,000 for any particular series of such bonds issued.

The firm additionally charges the following fixed fees for each series of bonds: an IRS Form 8038-G Preparation fee of \$750.00, Bond Review Board Additional Transcript Requirements Preparation fee of \$500.00 and Bond Preparation fee of \$250.00.

We also expect to be reimbursed for all normal, 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, communications, reproduction and delivery service) in connection with the services performed. Since the work for the City will be performed by attorneys in the Austin office, it is not anticipated that travel expenses to the City will be billed; however, in the event other travel is necessary it will not be undertaken without prior approval by the City. 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, provided that the City for



its administrative ease may agree in its sole discretion through the execution of a closing instruction letter that all post-Closing expenses may be paid at closing using an agreed upon estimate for such expenses.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City 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 City 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 City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City 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 City, one or more of our present or future clients will have transactions with the City. 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 City's consent to our representation of others consistent with the circumstances described in this paragraph.

STATE LAW VERIFICATIONS

McCall, Parkhurst & Horton L.L.P (“McCall”) makes the following representations and warrants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this engagement letter. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with McCall within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this engagement letter shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this engagement letter, notwithstanding anything in this engagement letter to the contrary.

Not a Sanctioned Company. McCall represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts



under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes McCall and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

No Boycott of Israel. McCall hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this engagement letter. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

No Discrimination Against Firearm Entities. McCall hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this engagement letter. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

No Boycott of Energy Companies. McCall hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this engagement letter. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

TERMINATION

This engagement may be terminated by either party upon thirty (30) days written notice; provided, however, if the City exercises the early termination, the City 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 City Council, or other official of the City, for the payment of any amounts due hereunder.

Respectfully submitted,

McCall, Parkhurst & Horton L.L.P.

By: 
Richard Donoghue



The foregoing agreement is hereby accepted on behalf of the City of Round Rock, Texas.

Date: November 20, 2025

By:

Mayor

Attest:

City Clerk