SHIPMAN & GOODWIN LLP®
COUNSELORS AT LAW

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August 27, 2025

VIA EMAIL ONLY
Paul Smith, Interim Superintendent of Schools
Regional School District No. 17
57 Little City Road
Higganum, CT 06441

Re: Bond Counsel Services

Dear Paul:

Thank you again for the opportunity to provide our bond counsel services to Regional School District No. 17 (the "District"). We are very pleased to have the opportunity to work with you and the other members of your bond finance team. Shipman & Goodwin is one of the most active law firms in the State of Connecticut in the issuance of tax-exempt securities. We have been a nationally recognized bond counsel firm since 1984.

I wanted to confirm with you our scope of services and fee arrangement.

As bond counsel, we will: assist the District in planning the structuring of debt issues; prepare all documents necessary for the authorization, issuance, sale and delivery of bonds or notes; review and edit preliminary official statements, official statements, continuing disclosure agreements and other disclosure documents disseminated in connection with the issuance of debt; render legal opinions regarding the validity of the District's debt and the tax status of the District's bonds or notes; draft tax documents, including a tax certificate and a tax compliance agreement to ensure compliance by the District with various federal rules; file the Form 8038-G with

the Internal Revenue Service; and prepare the official transcript of bond authorization proceedings.

Regarding our fee proposal, we will charge the District at our Public Sector billing rates, which are the discounted billing rates that we generally charge to our municipal clients. Our Public Sector hourly rates for the period July 1, 2025 through June 30, 2026 are as follows:

| | |
|---|---|
| Matt Ritter (Partner) | $475 |
| Danielle Braun (Partner) | $415 |
| Cheryl Rodzen (Paralegal) | $315 |

Our Public Sector hourly rates are subject to adjustment on July 1 each year, subject to approval by the District. We will also charge the District for our out-of-pocket disbursements, such as mileage (at the IRS rate), extraordinary photocopying, courier or overnight delivery charges and court filing fees (at our actual cost). For photocopying, we will charge only when there is an unusual volume of copying (at a rate of 10¢ per page).

In addition, in order to assist the District with including our fees and costs in a bonding resolution, we will cap our fees for the District's general obligation bond and note issues. The fixed fee would include preparation of bond authorization resolutions and attendance at meetings. These caps would also be subject to adjustment on January 1 each year, subject to approval by the District. The bond and note issue caps for 2025 and 2026 would be as follows:

Bond Issue (New Money or Refunding): $38,500 maximum ($30,000 minimum)

Bond Anticipation Note Issue (any size): $15,000

We will bill for our services when the District completes its bond or note issue. However, if a bond resolution is not approved by the District after we have performed a portion of our bond counsel services, we will bill the District for those services at the above rates, and subject to the fee cap. In the unfortunate event that we are required to incur costs in connection with collecting on any invoices, you will be responsible for those costs, including reasonable attorneys' fees.

I am also attaching a copy of the Firm's applicable Terms of Representation, which we have developed to provide you with a more complete understanding of the basis on which we will represent the District. These Terms are designed to augment, and to be included as part of, our standard engagement letter. If you have any questions or concerns about these Terms, or any other matter, please let me know.

You have the right to terminate our representation at any time. If you do so, you will be responsible for the fees and charges incurred in connection with our

representation up to the date of termination, as well as any legal time or other expenses associated with transferring the work to your new counsel. We reserve the right to terminate our representation for nonpayment of fees or for other reasons upon reasonable notice to you and consistent with applicable court rules and the Rules of Professional Conduct.

If the terms of our engagement are acceptable to the District, please sign and return a copy of this letter to me. If you have any questions concerning these terms or wish to discuss our fees and charges, please feel free to call me.

Thank you again for the opportunity to serve the District as bond counsel. We look forward to working with you.

Sincerely,

Matt Ritter

ACCEPTED AND APPROVED:

REGIONAL SCHOOL DISTRICT NO. 17

By: _____
Paul Smith
Its: Interim Superintendent of Schools

_____
Date:

# TERMS OF REPRESENTATION

The accompanying engagement letter and these Terms of Representation constitute the agreement between Shipman & Goodwin LLP (the "firm" or "we") and the client or clients identified in the engagement letter (the "Client" or "you"), under which the firm will represent you in the matter or matters described in the engagement letter. If you disagree with any of these terms, please notify us immediately so that we can resolve any differences at the outset of this engagement and proceed with a clear and complete understanding of our relationship.

1. Our Client. We will consider only the Client identified in the engagement letter to be our client for the specific matter or matters identified in the engagement letter. Any attorney-client privilege is, therefore, only between the Client and the firm.

2. Client Responsibilities. Because our representation of you depends on information we receive from you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide the firm with all relevant facts, documents, electronically stored information, and other data and communications regarding the subject of our representation or as reasonably requested by us. You also agree to cooperate fully with us, including making your officials and employees available to us when necessary and responding in a timely fashion to requests for information or decisions necessary for our representation of you.

We encourage you to discuss your expectations with us and to share any concerns you may have regarding our services at any time during the course of our representation.

3. Staffing. We endeavor to staff matters efficiently and cost effectively, which means that the principal lawyer identified in the engagement letter may call upon other attorneys and paralegals to provide services to you. In some circumstances, this delegation may be for the purpose of involving legal professionals with expertise in a given area or to assist the principal lawyer in providing services on an efficient, economical and timely basis.

4. Scope of Services. The scope of services to be rendered by the firm under this engagement is only what is described in the engagement letter. You and we can limit or expand the scope of our representation from time to time to meet your needs, but any such change should be confirmed in writing. Unless you and we otherwise agree in writing, these Terms of Representation will also apply to any additional matters we agree to handle on your behalf.

Unless expressly set forth in the engagement letter or in writing, our representation of you will not include the following tasks: reviewing your insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you or notifying insurance carriers about such matters, or providing investment or accounting advice or investigating the character or credit of persons with whom you may be dealing.

5. Billing Terms.

a. Fees. Our fees for legal services are based on the time spent handling your matter at our individual hourly rates or as otherwise set forth in the engagement letter. We may change our rates from time to time, usually on an annual basis, but we will advise you of any changes in our rates before the changes take effect. Hourly charges are applied to the total time devoted to your representation, including travel time, unless otherwise agreed to in writing. Any billing arrangements that differ from these Terms of Representation will be discussed and agreed to between you and the billing attorney and set forth in the engagement letter.

In litigation and other matters involving computerized documents or voluminous material that needs to be reviewed, the firm may use the services of its Litigation Support Team to assist with electronic discovery or document management using firm-provided technology tools. The services provided by the Litigation Support Team require significant expertise and include, among others, the coordination and consultation of discovery review and production, development and hosting of document review databases, and the preparation and presentation of electronic evidentiary materials at trial. We will bill time spent by members of the Litigation Support Team on an hourly basis.

b. Expenses. In addition to fees for legal services, you will be responsible for expenses that we incur in the course of this representation. Expenses may include such items as travel, copying, messenger services, conference calls, and filing fees. We will charge for these expenses based on our actual costs, or an approximation of our actual costs, and any applicable sales or service taxes. In addition, it may be necessary to incur expenses with outside contractors, such as court reporters, expert witnesses, investigators, surveyors, or



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title companies. These expenses may be paid by you directly or included in our invoices, as you and we may agree.

c. Retainer. For certain types of matters, we require that clients provide us with an initial fee retainer or advance payment. The amount and applicable terms of any retainer or payment are as provided in the engagement letter.

d. Payment of Invoices. Unless you and we otherwise agree in writing, we will send you a monthly invoice that reflects the amount of our fees and expenses attributable to the matter. These monthly statements typically set forth the date the work was performed, the person performing that work, the nature of the services or expenses and the amount of time logged. Each invoice is payable upon receipt. Interest will accrue at the legal rate on unpaid invoices after 30 days. We may discontinue representation in accordance with the applicable Rules of Professional Conduct if our invoices are not paid in a timely manner.

If you have any questions regarding our invoices or any billing issues, we ask that you immediately contact the billing attorney, the principal attorney for the matter, or our Accounting Department.

6. Electronic Communications. It is likely that during the course of this engagement both you and we will use electronic devices and Internet services, including e-mail, to communicate and to send or make documents available. Although the use of this technology involves some risk that third parties may access confidential communications, we believe and we understand that you agree that the benefits of using this technology outweigh the risk of accidental disclosure. In order to protect the confidentiality of electronic communications, we have taken several precautions, including randomized secure password access to our email accounts and optional encrypted communications. To enhance the security of your communications with us, you may also want to make sure that any computer or device used in communicating with us is password protected and not accessible for use by any third party. This means you should take care if you use any computers or other electronic devices that are owned, controlled, or may be accessed by others, including but not limited to, an employee or volunteer public official, to send or receive confidential information to or from us. Confidentiality of our communications may be lost if one uses computers, servers or other electronic devices provided by third parties.

7. No Warranty of Outcome. From time to time, we may express opinions concerning various courses of action and the results that might be expected. Any such statement that we make is intended to be an expression of opinion only, based on the information available to us at the time, and we make no guarantees or promises as to the outcome or the amounts recoverable in connection with this matter.

8. In-Firm Privilege. Our firm has a general counsel who provides assistance to our lawyers and staff. You agree that if any of the firm lawyers representing you consult with the firm's general counsel or the general counsel's designees regarding your representation, those are privileged and confidential communications of the firm. You will not be billed for any such communications or consultations.

9. Files. Documents you provide to us, our correspondence with you or third parties, and the final version of documents that the firm creates for you are considered your files and belong to you. At the conclusion of this matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of these materials in our files you wish us to forward to you for your own purposes or to comply with any applicable public records retention requirements, although we reserve the right to copy any of them for our files as we deem appropriate. Our own files pertaining to the matter belong to us and will be retained by the firm. Our files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, 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.

At the conclusion of our representation of you and subject to any applicable public records retention requirements, all files and documents retained by the firm for this matter may be maintained only in electronic form and/or destroyed or otherwise disposed of without further notice to you. We typically will retain our files for only a reasonable period of time after the conclusion of a matter.

10. Firm Marketing. We may want to use your name, logo, and a general description of our representation of you (without disclosing confidential information) in our business development efforts and materials. If you object to any such use, please let us know at the beginning of this engagement. Otherwise, we will assume that you have no objection.

11. Termination or Conclusion of Representation. You have the right to terminate our representation at any time for any reason, and we may terminate our representation in accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate representation include: (1) nonpayment of our fees or


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expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of the firm; or (6) any other reason permitted or required under the applicable Rules of Professional Conduct.

In the event that we terminate this engagement, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

The attorney-client relationship for this matter will be considered terminated upon the completion of the work contemplated by this engagement, but in any event no later than six months after we send you our statement for the final services rendered in the matter. If you later retain us to perform further or additional services on this matter, the attorney-client relationship will be revived subject to any new or supplemental terms of engagement that you and we may agree upon in writing at that time.

12. Post-engagement Responsibilities. Unless you engage us to provide additional advice on issues arising from the matter, after the conclusion of our representation on this matter, we will have no continuing obligation to provide advice to you with respect to future legal developments.

13. Governing Law. The rights and obligations of you and the firm arising under or in connection with our representation of you on this matter will be governed by the laws of the State of Connecticut, without regard to conflicts of laws principles.


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