IceMiller
LEGAL COUNSEL

One American Square | Suite 2900 | Indianapolis, IN 46282-0200

April 17, 2026

WRITER'S DIRECT NUMBER: (317) 236-2395
EMAIL: Erik.Long@icemiller.com

Dr. John Atha, Superintendent
Dr. M. Greg Hunt, Assistant Superintendent for Business and Operations
Westfield Washington Schools
19500 Tomlinson Road, Suite B
Westfield, Indiana 46074

Re: Westfield Washington Schools – Engagement for Operating Referendum

Dear Dr. Atha and Dr. Hunt:

We want to take this opportunity to confirm the engagement of Ice Miller LLP (the "Firm") as counsel to the Westfield Washington Schools (the "School Corporation") for its Operating Referendum scheduled for November 2026 (the "Referendum"). Please take a moment to review this letter (and the attached standard Ice Miller Terms and Conditions) to confirm our mutual understanding regarding your retention of the Firm, the scope of the engagement and the basis on which we will provide legal services to you. Please let us know if there is anything you do not understand or would like to discuss changing.

Scope of Relationship and Opinion

We understand that we are serving as counsel to School Corporation for the Referendum. In that role, our job is principally to render general legal advice regarding an operating referendum. We, as such counsel to the School Corporation, will be drafting and/or reviewing the documentation, participating in discussions regarding structure for the referendum, including meetings and discussions with County and State officials, and generally supervising the proceedings as they move toward placing the referendum question on the ballot.

During the transaction, we will consult with you, your general school counsel, if applicable, and other parties to the transaction/process regarding matters relating to compliance with applicable state laws. We also will be preparing documents from time to time, such as resolutions and notices, which assure or demonstrate such compliance and, in some cases, reviewing documents prepared by you or other parties to the same effect.

We understand that the School Corporation is currently investigating the possibility and expects to hold a referendum. We may agree with you to limit or to expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing. No

other party is being represented by us. Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve your interests in this engagement effectively, efficiently, and responsibly while endeavoring to accomplish your objectives in this engagement.

Our engagement is for legal services, and it is understood that you are not relying on us for business, investment, political, or accounting advice or decisions, nor to investigate the character or credit of any person with whom you may be dealing in connection with this matter. We have not been engaged to review the financial condition of the School Corporation, the feasibility of any projects, or the adequacy of the security provided to any bond owners, as applicable, and we will express no opinion related thereto. We will not prepare any disclosure documents with respect to any bonds, but we will provide certain information to your financial advisor regarding any disclosure document, if requested. We are not financial advisors nor municipal advisors as contemplated by the Dodd-Frank Act.

I will be the primary contact as to this relationship with Ice Miller LLP. Any questions or concerns that may arise in this regard may always be directed to me. Other lawyers in our firm, including Kristin McClellan, Amy Corsaro, Sallie Zubek, Lauren Siler, and Josh Winters may also provide services on this engagement.

Fees and Billing

We propose to charge on an hourly rate for the time associated with the planning and referendum phase. We typically see our total fee for assisting with an operating referendum in the range of $5,000 to $20,000, depending on the total amount of requested services. Our standard rates for possible timekeepers on this matter are as follows: Paralegals $360 - $475, Associates $420 - $475, Of Counsel $460 - $585, and Partners $780 - $1,020.

If ever asked to serve as bond counsel for a bond issue, once the nature of a project and the bond structure is known, we will contact you with an estimated flat fee for bond counsel services. In addition to our fees, our invoices will include charges for certain ancillary items such as long-distance telephone calls, copying expense, express mail, etc. We will submit our invoice for services rendered at each closing and expect to be paid within thirty days of our invoice.

Client Responsibilities

We understand that the School Corporation agrees to be candid and cooperative with us and keep us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us.

Document Retention

After any bond closing, we will provide the School Corporation, the Issuer, and counsel to the Issuer, with a final bond transcript for the bond issue for which we will send a separate invoice

for fees and charges incurred in the preparation and production of such transcripts. With respect to maintenance of documentation subsequent to the closing, papers and property that the School Corporation and Issuer have provided to us will, upon request, be returned. Copies of papers and electronic documents and records we have retained that were created or obtained for the School Corporation or Issuer likewise will be made available upon request. Our drafts and work product will belong to us. We reserve the right, subject to any applicable laws or rules or professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

Immigration Matters

Pursuant to IC 22-5-1.7, we shall enroll in and verify the work eligibility status of all newly hired employees of the firm through the E-Verify Program ("Program"). We are not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

Any failure by us to remedy a violation of IC 22-5-1.7 within 30 days of notice of such violation from you requires that you terminate the engagement unless such termination would be detrimental to the public interest or public property.

Termination or Withdrawal

The School Corporation or the Firm has the right to terminate this engagement at any time after providing reasonable advanced written notice, and the Firm's withdrawal is further subject to applicable rules of professional responsibility. In the event we withdraw from the representation, appropriate measures to the extent required by these rules will be taken to confirm protection of the School Corporation's interests to prevent any materially adverse effect. If the withdrawal occurs prior to completion of the matter, any unpaid fees and charges incurred prior to such termination shall be paid by the School Corporation to the Firm.

Otherwise, this representation is intended to be an ongoing representation of the School Corporation during the term of each financing. This representation will not terminate until the specific services covered within the scope of the representation have been completed. Any obligation to the School Corporation to provide advice or other legal services concerning this representation ends upon termination of the representation. The fact that we may inform the School Corporation from time to time of issues or developments in the law, by newsletter or otherwise, should not be understood as a revival or creation of a once existing or new attorney–client relationship. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon future rights and liabilities. Even though we may send the School Corporation newsletters or the like, no responsibility exists on our part to provide the School Corporation with updates or advice concerning any changes in the law or regulations or future legal developments on this matter, unless a new engagement agreement is undertaken to provide this service.

Post-Issuance Engagements

Please note that our role as bond counsel does not entail any responsibility for post-issuance duties, such as compliance, after the date of issuance of the bonds, with various federal tax or securities laws. However, we would be happy to assist you in post-issuance requirements such as compliance with the arbitrage rebate requirements and continuing disclosure requirements. We would treat such work as a separate engagement from our engagement as bond counsel and would quote you a fee prior to the commencement of that work.

Certain Limitations

Any opinions we express about the outcome of a legal matter are only our best professional estimates; they are necessarily limited by our knowledge of facts at the time opinions are expressed and the law then in effect. Nothing in our engagement and nothing in our statements to the School Corporation are to be construed as a promise or guarantee about the outcome of the financing to the School Corporation. The School Corporation is engaging the Firm to provide legal services in connection with specific matters.

If the terms of this engagement letter are consistent with your understanding of our employment and are acceptable to the School Board, please have the acceptance clause at the end hereof executed and return the executed copy to me for our file.

Ice Miller's standard Terms and Conditions of Engagements for Legal Services is enclosed. These terms and conditions, which cover various other aspects of this engagement, including a waiver of future conflicts of interest and provisions regarding termination and withdrawal are important and are to be read as part of this letter, as they apply to this engagement to the same extent as if they were typed as part of this letter. Unless a different engagement letter is executed in the future, the basic terms of this engagement letter will also be applicable to, and govern our professional relationship on any subsequent matters, on or in which we may become involved or engaged on your behalf.

Please call or e-mail me if you have any questions or comments.

Very truly yours,

ICE MILLER LLP



Erik B. Long

EBL/cjh

Accepted by and on behalf of the Westfield Washington Schools this _____ day of April, 2026.

WESTFIELD WASHINGTON SCHOOLS

By: _____

Printed: _____

Title: _____

ICE MILLER LLP

Terms and Conditions of Engagements for Legal Services

Ice Miller LLP has prepared this statement of the terms and conditions that are generally applicable to its legal services representations of its clients, in the absence of an express agreement specifically to the contrary. These terms and conditions, together with the letter or other document that references them, are the Terms and Conditions applicable to our engagement by you. When used in this document, "we" or "us" or "our" and similar terms refer to Ice Miller LLP, a limited liability partnership, and "you" or "your" and similar terms refer to the person or persons specifically identified in this statement as the client or clients of Ice Miller LLP.

Our Responsibilities

We are responsible to provide legal services to you in accordance with these Terms and Conditions and with our express understandings with you concerning the nature and scope of our representation.

Your Responsibilities

You are responsible for paying our statements for services and expenses. You also are responsible for being candid and cooperative with us and for keeping us informed with complete and accurate information, documents and other communications relevant to the subject matter of our representation or otherwise requested by us. Because it is important that we be able to contact our clients at all times in order to consult with them regarding our representation, we expect that you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you and your business or affairs. If you affiliate with, acquire or your company is acquired by or merged with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm with respect to the resulting association with the new entity. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

Client(s) Represented

The client or clients for this engagement are as specifically identified in the engagement letter. Our client(s) do not include natural persons or entities that are not identified as a client in the engagement letter. For clients that are companies, unless otherwise specified or agreed, this does not include individuals or persons who are shareholders, partners, members or owners of the company, or its officers, directors, managers or other representatives, or family members, nor does it include affiliates of the company. Our representation of you for the matter described in the engagement letter does not give rise to a lawyer-client relationship with any such other individual, person or affiliate. Accordingly our representation of you will not give rise to a conflict of interest in the event other clients of ours are or become adverse to any such other individual, person or affiliate. For clients that are trade associations or other group-type organizations, our clients would not include their members or other constituents.

How We Will Work For You

We provide services to you through our attorneys and other professionals. We will designate a mutually agreeable partner whom you may contact should you have any questions or concerns at any time about our representation of you or your interests. You will keep us advised of the name(s) and contact information of the person(s) who are authorized to instruct us as to the performance of our legal services for you.

Our engagement is for legal services. While from time to time we may share with you as part of our legal advice information and insights based on our experience with respect to certain market, industry or business practices, structures, or the like, it is understood that you will be solely responsible for determining the extent to which other professional services and advice are obtained and for making all decisions concerning business, investment and accounting matters. In addition, it is understood that we will not have any responsibility to investigate the character or credit of any person with whom you may be dealing in connection with any matter directly or indirectly related to our engagement.

How We May Communicate With You

Unless you instruct otherwise in writing, we may communicate with you using unencrypted e-mail, facsimile transmission and cellular telephone with the understanding that these methods carry an inherent risk of interception.

About Our Fees

We will charge you fees based upon the time expended and other factors applicable to legal fees that are specified by applicable professional rules and standards. Unless otherwise specifically agreed, our fees are based on our hourly rates as applied to the amount of time that we expend

in providing services. Our base hourly rates for work performed by our attorneys, absent special engagements or circumstances, are established effective January 1 of each calendar year. Hourly rates may change periodically without prior notice to clients, typically after the end of each calendar year, but a current schedule for anyone working on your engagement is available at any time upon request.

Payment of our fees and other charges is in no way contingent on the outcome of any matter, unless and to the extent that there is a mutual written agreement to the contrary.

Other Charges and Expenses

Our charges for ancillary services and expenses, such as photocopying, computer research, electronic data discovery services, mileage, travel expenses and other similar charges are pursuant to a schedule of charges and expenses, as the same is revised from time to time, a copy of which is available to you upon request.

Estimates

The total amount of fees and costs relating to this matter are difficult to predict. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual written agreement to a fixed fee, the actual fees incurred on any project will likely differ from the estimate.

Billing Procedures

Unless we agree to an alternative billing arrangement, you will receive a statement on a monthly basis for services rendered, and for costs and other charges posted to your account, in the prior month. Payment is due upon receipt of our billing statement or within 30 days thereafter. If your account becomes more than 30 days past due, our Billing and Collection Committee will decide whether additional legal work will be performed while the account remains past due, taking into account obligations we owe to you under applicable professional conduct rules. While we typically do not charge interest on past due amounts, we reserve the right to charge interest on any amount invoiced that remains unpaid after 30 days at the rate of 1% per month until paid in full, plus all costs of collection (including reasonable attorneys' fees). Any questions or disagreements should be brought to our attention in writing within 60 days of the billing date.

Retainers

As a matter of standard practice for new clients and/or new matters, we typically request a retainer deposit before we begin work, and we may request retainers or additional retainers from time to time with respect to existing clients and existing matters. Unless there is a mutual written agreement to the contrary, we will hold any such retainers in our firm's agency account until disbursed in accordance with these terms and conditions or other mutual written agreement. We may apply funds held as retainers to any past due account balance of your account. We will return any unapplied excess of your retainers to you within a reasonable period of time following the conclusion of the related engagement. Unless we determine in our discretion to apply all or a portion of the retainers sooner, we will apply the retainers to the final invoice for the related engagement. If we determine for any client or matter to initially waive the required retainer deposit, we nonetheless reserve the right at a later date to require a retainer deposit if conditions concerning either the extent or nature of the matter in our discretion so warrant, or should our statements not be timely paid as expected.

Your Consent to Future Conflicts of Interest

You are aware that the Firm has grown geographically and represents many other entities and individuals. Thus, during the time that we are representing you, some of our present or future clients may have disputes or transactions with you or other interests that may be adverse to yours. As part of this engagement, you agree that we may undertake in the future to represent existing or new clients in any matter that is not substantially related to any matter as to which we have represented or advised you, even if the interests of such clients in those other matters are directly or indirectly adverse to yours, and you agree not to disqualify our Firm for those conflicting representations. Of course, we agree that we will keep confidential any information of a nonpublic nature provided to us as a result of our representation of you. You acknowledge that we may obtain confidential information as a result of our representation of other clients that might be of interest to you but for the same reasons cannot be shared with you.

Document Retention

Unless you indicate otherwise to us in writing, we will assume that all papers and property that you provide to us are duplicates and that you retain all originals, so that we do not need to return them to you. When the representation concludes, we will (if you request) return any papers and property that you have provided to us (or that we have obtained for you and that belong to you) if we have them in our possession. Our drafts and work product that we create in relation to our work for you, however, belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to apply records retention policies and procedures to these items and also to destroy within a reasonable time any items described in this paragraph that are retained by us.

Personal Data from the European Economic Area

If you will be providing the Firm with the personal data of individuals in the European Economic Area during the course of the engagement, then it is your responsibility to obtain all appropriate consents, make any necessary disclosures, and take all other required steps to comply with any applicable data privacy and protection laws and regulations in connection with your use of the Firm's services. As used herein, "personal data" means any information relating to an identified or identifiable natural person, to the extent that such personal data are associated with individuals in the European Economic Area or are

otherwise within the scope of the General Data Protection Regulation (EU) 2016/679.

Response to Audit Inquiries

If you ask that we do so, we will respond to your auditors concerning certain "loss contingencies" as defined by accounting standards by preparing a letter to your auditors. To assist us in responding timely to your auditors, please direct all audit inquiries to:

Audit Letter Coordinator
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, Indiana 46282-0200.

If there are any questions presented by your audit inquiry letter, our Audit Letter Coordinator will contact you. Absent special circumstances, our current fee structure for the preparation of these letters is a minimum of $300 and a maximum of $700, depending on the extent and number of any matters reported. However, the fee may exceed $700 if there are many matters to be reported upon, or if the letter requires extensive substantive attention to disclosure or other related issues. This charge will appear on your statement as a line item for "Services rendered in connection with preparation of response to audit inquiry."

Termination or Withdrawal

Both you and we have the right to terminate any engagement at any time after providing reasonable advance written notice, and our withdrawal or termination is further subject to applicable rules of professional responsibility. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide that counsel with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you. Otherwise, this representation will terminate (a) once the specific services covered within the scope of the representation have been completed and we have sent you our final statement for services rendered in this matter, or (b) if the engagement is open-ended without any specific services being described, when more than six months have elapsed from the last time you requested and we furnished legal services to you. We are not obligated to provide advice or other legal services concerning this representation to you after our representation of you is completed, or has terminated. After completion of a matter in which we have represented you, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Even though we may send you newsletters or the like after the date of termination of our engagement, we will have no responsibility to provide you with updates or advice concerning any changes in the law or regulations or future legal developments on any matter, including those matters that may have been the subject of a prior representation, unless you and we have expressly agreed that we will provide this service.

Certain Limitations

Any opinions or views, formal or informal, that we may express to you or to third parties about the outcome of a legal matter are only our best professional estimates. Those opinions or views are necessarily limited by our knowledge of facts at the time that we express them and the law and regulations that are then in effect. You understand and agree that we cannot – and will not – promise to you, or guarantee to you, that any particular outcome will result from your legal matters.

Identification of Relationship

We are pleased that you have chosen Ice Miller LLP as your legal advisor and would like to have your permission to share this with others. By signing the acknowledgement, you hereby grant us the authority to use your name and logo in connection with Ice Miller LLP's marketing activities, including, without limitation, identification of you as a client of Ice Miller LLP on its website and other printed marketing materials and publications issued by Ice Miller LLP. You may revoke the consent granted in this paragraph at any time by contacting our marketing department at enews@icemiller.com.

Revised: July 2018

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