Therber & Brock

Municipal Advisors

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April 14, 2026

Dr. Scott Hanback, Superintendent
Ms. Amanda Brackett, Chief Financial Officer
Tippecanoe School Corporation
20 Elston Road
Lafayette, Indiana 47909

Re: Engagement Letter for Municipal Advisor Services

Dear Dr. Hanback and Ms. Brackett:

We are writing this letter as required under the Municipal Advisor rules of the Municipal Securities Rulemaking Board (the "MSRB") and the Securities and Exchange Commission (the "SEC"). Therber Brock & Associates, LLC (the "Advisor") is a registered Municipal Advisor with the MSRB and the SEC and as such, we are required to provide a written description of our advisory relationship with Tippecanoe School Corporation, Tippecanoe County, Indiana (the "Client" or "School Corporation") and to make certain other disclosures.

As your Advisor, we are held to the highest standard of loyalty and care with a fiduciary duty to act in your best interests. This means several important things:

- We have a duty to exercise due care in performing municipal advisory activities,
- We have a duty of loyalty, requiring us to act in your best interest without regard to our own financial or other interests,
- We must deal fairly with you and must not engage in any deceptive, dishonest or unfair practice,
- We must have the knowledge and expertise needed to provide you with informed advice,
- We have a duty to understand you and your specific situation and to follow your directions, so our advice is suitable to you,
- We are required to make reasonable inquiries and investigations as to the facts supporting our recommendations and work products, and
- We have a duty to discuss with you material risks, benefits, and alternatives considered that might serve your interests better.

Specifically, our services include, but are not limited to, the following:

- Attendance at meetings with School Corporation officials to discuss the financing,
- Preparation of preliminary, illustrative maturity schedules and final maturity schedule for the bonds,
- Preparation of the preliminary and final Official Statement or Private Placement Memorandum for the bonds, including gathering and assembling information,
- If advisable, make information available to rating agencies and act as agent in dealing with those agencies,
- Assist in determining best method of selling bonds and if applicable, selection of bond purchaser,
- Provide financial information and all other necessary information to bond counsel attorneys, including the lease sufficiency report and schedules,
- Work directly with bond purchaser and trustee bank in preparation of bond closing, including preparation of closing memorandum and any other necessary materials,
- Serve as dissemination agent for SEC Rule 15c2-12 Continuing Disclosure filings,
- Assist with the Gateway debt entry associated with the bonds, and
- Be available to answer questions or solve problems during the life of the bonds.

Disclosure of Conflicts of Interest

A Municipal Advisor may not legally provide advice if certain unmanageable conflicts of interest exist. Other potential, yet manageable conflicts of interest must be disclosed to you in writing with sufficient detail and explanations of how we intend to manage or mitigate each conflict. There is one potential conflict of interest that may apply to our engagement with you:

Compensation. All forms of compensation could represent a potential conflict of interest by the MSRB. Our fee schedule incorporates the following forms of compensation:

- Hourly Fee. This form of compensation presents a potential conflict of interest if the Client and Advisor do not agree on a reasonable maximum amount at the outset of each engagement because the Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked.
- Contingent Fee. This form of compensation presents a potential conflict of interest because the Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. When facts or circumstances arise that could cause the financing to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances.

Our plan to mitigate conflicts of interest regarding compensation is to ensure that our fees reasonably reflect the expected costs of standard services, and to avoid a transaction-based relationship with our clients so that compensation on any one transaction is of secondary importance to maintaining a long-term relationship.

Our fees would be paid from proceeds of bond issues after the proceeds are received. There would be no periodic billings. Other expenses related to bond issues such as bond rating fees, official statement printing and distribution costs and bond printing costs are not included in our fee.

It is our intention for this engagement letter to evidence a general, long-term relationship with you, as opposed to a relationship that is specific to only one transaction. In cases where either of us wishes to limit the scope of our engagement, we will address this limitation by supplemental, written communication to you.

The term of this engagement is on-going. The engagement and its terms will continue during this period until the engagement letter is modified and the Client accepts the modified engagement letter, or until the engagement is terminated, or until any specified term ends. Either party can terminate the engagement. The Client may terminate on five (5) days notice in writing or through direct verbal communication of the termination and without cause. The Advisor may terminate on thirty (30) days notice in writing to the Client at the mailing address of the Client.

I would be happy to discuss any aspect of this letter and MSRB rules with you at your convenience. More information about the MSRB can be found at www.msrb.org.

Sincerely,

Michael S. Therber

Michael S. Therber

The undersigned hereby acknowledges receipt of this disclosure, and has been given the opportunity to raise questions and discuss the foregoing matters with the Advisor.

TIPPECANOE SCHOOL CORPORATION

By: _____

Date: _____