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March 18, 2026

Mayor Jaclyn Carrington
Town of Bartonville
1941 E. Jeter Road
Bartonville, Texas 76229

Re: Engagement of Brown & Hofmeister, L.L.P., as Town Attorney for the Town of Bartonville, Texas

Dear Mayor Carrington:

This engagement letter, if accepted, will confirm the engagement by the Town of Bartonville, Texas ("Town"), of Brown & Hofmeister, L.L.P. ("Firm"), to provide legal services to the Town as its Town Attorney, effective as of March 23, 2026, subject to ratification by the Town Council of the Town of Bartonville at its next scheduled meeting on April 21, 2026. We appreciate your confidence in Brown & Hofmeister, L.L.P. We will do our best to continue to merit it, and we look forward to working with you, the Town Council, all Town officials, and Town staff.

The purpose of this letter, together with the "Standard Terms of Engagement" and the "Client Costs Advanced Schedule" attachments, is to set forth our mutual understanding with respect to the specific terms of our professional relationship. Please carefully review the two attached documents and contact me promptly should you have any questions in this regard. This letter, if accepted, together with the Standard Terms of Engagement and the Client Costs Advanced Schedule, constitutes our Agreement with you and the Town of Bartonville ("Agreement"), under which legal services will be provided by the Firm.

Identity of Client

The Firm will be representing the Town of Bartonville, Texas.

Nature and Scope of Representation

We understand that we are being retained as Town Attorney for the Town of Bartonville.

Supervision and Delegation

I will be the partner who will act as your Town Attorney and I will coordinate and supervise the services we perform on the Town's behalf. While I anticipate that I will perform or supervise most of the work, we routinely delegate selected responsibilities to other persons in the Firm when,

STANDARD TERMS OF LEGAL ENGAGEMENT

This statement sets forth the standard terms of engagement as attorneys providing legal services. Unless modified in writing by mutual agreement, these terms will be an integral part of the firm's Agreement with you; therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. Please retain this statement in your file.

1. The Scope of Our Work

You should have a clear understanding of the legal services we will provide, and any questions you have should be dealt with promptly. We will provide legal services related only to matters as to which we have been specifically engaged.

We will at all times provide legal services to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

2. Fees For Legal Services

Our charges for legal services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those issues, and time limitations imposed by the circumstances. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rate set forth in the above letter of engagement. Although unlikely, we will notify you in writing if this fee structure needs to be modified.

3. Other Charges

All out-of-pocket expenses (such as long-distance telephone charges, copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our providing legal services will be billed to you as a separate item on your monthly statement. A Client Costs Advanced Scheduled is included hereinafter, which indicates the rate and terms upon which most of these items will be charged.

4. Billing Procedures and Terms of Payment

Our billing period begins on the first of the month and ends on the last day of the same month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements by the middle of the month following the latest date covered in the statement. Each statement is payable within thirty (30) days of its stated date and must be paid in U.S. Dollars.

If you have any question or disagreement about any statement that we submit to you for payment, please contact us at your earliest convenience so that we may resolve any

problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Termination of Services

You have the right at any time to terminate our employment upon written notice to us, and if you do we immediately will cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our professional relationship with you at any time that payment of your account becomes delinquent. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. Retention of Documents

Although historically we have attempted to retain for a reasonable time copies of most documents provided to us, we cannot be held responsible in any way for failure to do so, and we hereby expressly disclaim any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. Fee Estimates

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. We will do our best to estimate fees and expenses for particular matters when asked to do so; however, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we may have little or no control, especially in litigation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost may be more or less than the amount estimated.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Denton County, Texas.

9. Questions

If you have any questions from time to time about any aspect of this Agreement, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies and we encourage an open and frank discussion of any or all of the matters mentioned in this statement.

CLIENT COSTS ADVANCED SCHEDULE

The Firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper-intensive. Standard services such as secretarial and word processing time, file setup and file storage are not charged; however, other expenses such as long-distance fees, copies, delivery fees and fax charges are billed to the client requiring those services. An explanation of the billing structure is as follows:

Delivery Services

Outside courier service is contracted by the Firm to pick up and deliver documents to the client, as well as to courts, agencies and opposing parties. Outside delivery fees are charged to the client at the rate charged to the Firm. Overnight delivery services also are charged at the rate charged to the Firm.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed including the cost of certified mail or other additional mail services.

Copies

Our standard rate for copies made by firm personnel is \$.15 per copy. This charge covers paper, equipment costs and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the Firm.

Computerized Research

If a legal matter requires the use of computerized legal research, trained and skilled legal researchers are used to minimize on-line data charges. The cost charged to the client for computerized legal research is the same as the amount billed to the Firm.

Fax

Fax copies will be charged at the rate of \$.25 per page.

Travel

Attorney time spent traveling on behalf of a client is billed to the client. Hotel, meal, local transportation and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Other Expenses

Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the Firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the Firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, PUC download fees, expert witness fees, consultants and other similar expenses. Such expenses will not be incurred without approval from the client.