

Memorandum



Date: October 7, 2026

To: Buchanan City Commission

From: Tony McGhee

Subject: Lead Service Line Notice of Intent and Retention of Bond Counsel

Background

The City is continuing to move forward with its FY 2027 Lead Service Line Replacement Project, which is expected to replace approximately 200 known lead or galvanized water service lines throughout the community. As previously discussed with the Commission, this is not discretionary work that the City can simply choose to delay indefinitely.

Michigan's Lead and Copper Rule requires public water systems to replace identified lead service lines regardless of whether the system is currently exceeding the lead action level. The State's requirements generally call for these lines to be replaced at an average rate of 5 percent per year, with all identified lead service lines replaced within 20 years. The City must continue making measurable progress toward removing lead and qualifying galvanized service lines from its water system.

The City has already completed a significant amount of the inventory and verification work needed to identify these lines. This project allows us to move from identifying the problem to getting approximately 200 of these lines out of the ground.

The overall project is expected to be funded through a \$2.3 million Drinking Water State Revolving Fund loan from the Michigan Department of Environment, Great Lakes, and Energy. Based on the current funding package, approximately 10 percent of the loan, or \$230,000, is expected to be forgiven. The remaining balance of approximately \$2.07 million is expected to be financed at 0 percent interest.

This is a good opportunity for the City to complete a significant portion of the work required by the State while receiving principal forgiveness and financing the remaining project cost without interest. The loan will cover eligible project expenses, including engineering,

construction, restoration, administration, and other costs associated with replacing the service lines.

As part of the financing process, Dickinson Wright has prepared the attached resolution and Notice of Intent to Issue Water Supply System Revenue Bonds. The resolution authorizes the City to issue one or more series of revenue bonds in an amount not to exceed \$2.5 million. The \$2.5 million amount establishes the maximum authorization for the financing process, while the City's current DWSRF project package remains \$2.3 million.

The bonds will be payable primarily from the net revenues of the City's Water Supply System. The resolution allows the bonds to mature over a period of up to 40 years as permitted by law, although the final repayment terms will be established through the DWSRF loan-closing process. Under the funding package currently proposed by EGLE, the remaining loan balance is expected to carry a 0 percent interest rate.

Under Act 94, the City must publish a Notice of Intent before issuing the revenue bonds. The attached resolution authorizes the City Clerk to publish that notice and allows the City to begin incurring eligible project expenses before the bonds are issued. Once the financing closes, the City may reimburse the Water Fund or other City funds for eligible project expenses paid before closing.

The notice also explains the public's right to request a referendum on the bond issuance. A referendum petition would need to be filed within 45 days of publication and signed by the number of registered electors required under Act 94. If no qualifying petition is filed during that period, the City may proceed with the bond issuance without placing the question before the voters.

The resolution also retains Dickinson Wright as the City's bond counsel for the financing and authorizes the appropriate City officials to enter into an engagement letter for those services.

Recommendation

Staff recommends that the City Commission adopt the attached resolution authorizing the purchase, acquisition, and construction of the lead service line improvements; authorize publication of the Notice of Intent to Issue Water Supply System Revenue Bonds in an

amount not to exceed \$2.5 million; approve the engagement of Dickinson Wright as bond counsel; and authorize the City Manager to execute the engagement letter and any related documents necessary to move the financing and project forward.

Attachment A: Notice of Intent

Attachment B: Bond Counsel Professional Services Agreement

Attachment A



CITY OF BUCHANAN
Berrien County, Michigan

RESOLUTION NO. _____

**RESOLUTION TO PURCHASE, ACQUIRE AND CONSTRUCT
IMPROVEMENTS TO THE WATER SUPPLY SYSTEM AND TO
PUBLISH NOTICE OF INTENT TO ISSUE REVENUE BONDS**

Minutes of a regular meeting of the City Commission of the City of Buchanan, Berrien County, Michigan, held at the City Hall, on October 12, 2026, at ____ p.m., local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City Commission deems it to be in the best interests of the City of Buchanan (the "City") to design, purchase, acquire and construct certain improvements to the City's Water Supply System, including without limitation, identification of and replacement of service lines, including without limitation, the replacement of lead, galvanized and other water service lines throughout the City to comply with the Michigan Department of Environment, Great Lakes, and Energy's Lead and Copper Rules, restoration of streets, sidewalks, rights-of-way and easements affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements, and such other improvements to the Water Supply System as the City may determine to make (the "Improvements"), and to finance the Improvements by the issuance of bonds pursuant to Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"); and

WHEREAS, pursuant to Section 33 of Act 94, it is necessary to publish a Notice of Intent to Issue Bonds for the Improvements; and

WHEREAS, the City may proceed with the Improvements prior to the issuance of the bonds; and

WHEREAS, the City may incur substantial capital expenditures for the Improvements prior to the issuance of the bonds, and desires to be reimbursed for such expenditures from the proceeds of the bonds.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Commission determines to design, purchase, acquire, and construct the Improvements and to pay a portion of the cost through the issuance of one or more series of revenue bonds pursuant to Act 94 for the Improvements in an amount not to exceed \$2,500,000 (the "Bonds").

2. A Notice of Intent to issue the Bonds be published in accordance with Section 33 of Act 94, and the Clerk of the City is authorized and directed to publish the Notice of Intent to Issue Bonds in a newspaper of general circulation in the City, which Notice shall be substantially in the form on the attached Exhibit A, with such changes as may be approved by the City Manager of the City.

3. The City may proceed to acquire and construct the Improvements using available funds of the City from the Water Fund, which is a fund for the Water Supply System of the City, and other funds of the City.

4. At such time as the City issues the Bonds for the long-term financing of the Improvements, the City shall be reimbursed for its expenditures for the Improvements out of the proceeds of the Bonds.

5. This Resolution and the expression of intent to seek reimbursement from future proceeds of the Bonds is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended.

6. The firm of Dickinson Wright PLLC is hereby employed as bond counsel to the City to prepare the documents for the issuance of the Bonds for financing acquisition of the Improvements and the officers of the City are authorized to enter into an engagement letter with bond counsel.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: _____

NAYS: _____

ABSTAIN: _____

RESOLUTION DECLARED ADOPTED.

Kalla Langston-Weiss, Clerk

CERTIFICATION

I certify that the foregoing is a true and complete copy of a Resolution adopted by the City Commission of the City of Buchanan, Berrien County, Michigan, at a regular meeting held on October 12, 2026, and that public notice of that meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

Dated: October 12, 2026

Kalla Langston-Weiss, Clerk

[NOTE TO PUBLISHER – PUBLICATION REQUESTED TO BE 1/4 PAGE SIZE]

EXHIBIT A

**NOTICE OF INTENT TO ISSUE
WATER SUPPLY SYSTEM REVENUE BONDS
TO THE ELECTORS OF THE CITY OF BUCHANAN**

PLEASE TAKE NOTICE that the City Commission of the City of Buchanan (the “City”) intends to issue bonds, in one or more series, in an amount of not to exceed \$2,500,000 (the “Bonds”).

The Bonds shall be issued to pay the cost to design, purchase, acquire and construct improvements to the City’s Water Supply System, including without limitation, identification of and replacement of service lines, including without limitation, the replacement of lead, galvanized and other water service lines throughout the City to comply with the Michigan Department of Environment, Great Lakes, and Energy’s Lead and Copper Rules, restoration of streets, sidewalks, rights-of-way and easements affected by the improvements and related facilities, as well as all work, equipment, and appurtenances necessary or incidental to these improvements and such other improvements to the Water Supply System as the City may determine to make, and to pay the costs of issuing the Bonds and capitalized interest, if any.

The Bonds of this issue shall mature within the maximum terms permitted by law with interest on the unpaid balance at a rate not to exceed the maximum rate permitted by law payable over not more than forty (40) years from the date of issuance of the Bonds. The Bonds shall be issued pursuant to Act 94, Public Acts of Michigan, 1933, as amended.

SOURCE OF PAYMENT

The principal of and interest on the Bonds shall be payable from the net revenues derived from the operation of the Water Supply System. In addition, the Bonds may be secured by the full faith and credit of the City as limited by applicable constitutional, statutory, and charter limitations on the taxing power of the City. In addition, the Bonds may be secured by a pledge of the state revenue sharing payments that the City is eligible to receive from the State of Michigan.

RIGHT OF REFERENDUM

The Bonds will be issued without a vote of the electors approving such Bonds, unless, within 45 days from the date of publication of this Notice of Intent, a petition requesting a referendum, signed by not less than 10% or 15,000 of the registered electors residing within the limits of the City, whichever is lesser, shall have been filed with the Clerk of the City or other recording officer of the City requesting a referendum upon the question of the issuance of the Bonds. If such a petition is filed, the Bonds shall not be issued until approved by the vote of a majority of the electors residing within the City qualified to vote and voting thereon at a general or special election.

This Notice is published pursuant to the requirements of Section 33 of Act 94.

Kalla Langston-Weiss, Clerk

Attachment B





200 OTTAWA AVENUE NW, SUITE 900
GRAND RAPIDS, MICHIGAN 49503-2427
TELEPHONE: 616-458-1300
FACSIMILE: 844-670-6009
<http://www.dickinsonwright.com>

ROGER A. SWETS
RSwets@dickinsonwright.com
616-336-1043

September 14, 2026

City of Buchanan
302 N. Redbud Trail
Buchanan, Michigan 49107

Re: 2027 DWSRF Bonds

Ladies and Gentlemen:

We look forward to the opportunity to work with the City of Buchanan (the "Client" or "Issuer") as bond counsel in connection with the issuance of the Client's 2027 DWSRF bonds for the purpose of financing improvements to the Client's water system (the "Project"). The purpose of this engagement letter ("Agreement") is to describe the services Dickinson Wright PLLC (the "Firm") will perform as bond counsel and the Firm's respective responsibilities and expectations under this engagement.

Scope of Engagement

In the Firm's capacity as bond counsel, the Firm expects to perform the following services:

(1) Subject to the completion of proceedings to the Firm's satisfaction, render the Firm's legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and Michigan income tax purposes.

(2) Draft the resolutions and closing documents governing the issuance of the Bonds.

(3) Prepare and review other documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of documents, and review enabling legislation.

(4) Prepare the Issuer's proceedings necessary for the issuance of the Bonds and prepare all proceedings necessary for approval of the issuance of the Bonds.

(5) Assist the Issuer in seeking from other governmental authorities such approvals, permissions, and exemptions as the Firm determines is necessary or appropriate in connection with the authorization, issuance, sale, and delivery of the Bonds, except that the Firm will not be responsible for any required blue-sky filings. The Firm will not be responsible for obtaining any

approvals and permits relating to the construction and operation of the facilities financed with the proceeds of the Bonds.

- (6) Review legal issues relating to the structure of the Bonds.
- (7) Assist the Issuer with all legal issues that arise in connection with the DWSRF program.

The Firm's Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Firm's 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 Issuer with applicable laws relating to the Bonds. During this engagement, we will rely on you to provide us with complete, accurate, and timely information on all developments pertaining to any aspect of the Bonds and their security.

The Firm's duties in this engagement are limited to those legal services expressly set forth above, which are services traditionally provided by bond counsel. As attorneys, we do not represent ourselves as financial advisors or experts and do not provide advice that is primarily financial in nature, such as advice concerning the financial feasibility of the Project or the financing, recommending a particular structure for the Bonds as being financially advantageous, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice regarding the financial aspects of pursuing a competitive sale versus a negotiated sale.

Specifically, among other things, our duties under this letter do not include: (a) handling litigation that may arise with respect to the Bonds; (b) services relating to any grant funds for the Project or to any contracts or agreements related thereto; (c) preparing requests for tax rulings from the Internal Revenue Service or no action letters from the Securities and Exchange Commission; (d) preparing blue sky or investment surveys with respect to the Bonds; (e) making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds; (f) assisting in the preparation or review of any official statement or other disclosure document with respect to the Bonds, except as provided in (7) above, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document; (g) advice on post-closing tax issues (e.g., our engagement does not include rebate calculations for the Bonds); and (h) addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Attorney-Client Relationship: Upon execution of this engagement letter, the Issuer will be the client, and an attorney-client relationship will exist between the Issuer and the Firm. The

City of Buchanan
September 14, 2026
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Firm's services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations.

Fees: We propose that our fee for the Bond issue shall be payable upon the delivery of the Bond. The fee for the Bond shall be in an amount of \$21,250 for a Bond with bond proceeds of up to \$2,300,000,000. If the Bond proceeds exceed \$2,300,000, this fee would increase by 0.25% of the amount of Bond proceeds above that amount.

Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to modify our fee if such facts or expectations significantly change or if the financing experiences any significant delays.

If for any reason the financing represented by the Bond is not consummated, we will not invoice the Issuer for our fee hereunder, but we will expect to be reimbursed for any client charges and out-of-pocket expenses we have incurred.

In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (7) above, we propose that such work be charged at hourly rates to be agreed upon by the Issuer and the Firm.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon delivery of the Bond. Nevertheless, after the Closing, we will, mail the Internal Revenue Service Form 8038-G for the Bonds, make the required filing with the Michigan Department of Treasury and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

Client Liaison and Firm Liaison: The Firm understands that the City Manager will be the primary contacts for the Client in furtherance of this engagement and Roger Swets will be the Firm attorney responsible for this engagement. The Firm will communicate with the Client through the City Manager and will keep the Client informed of the status and progress of the engagement. The Firm will also seek the Client's input and approval on any significant decisions or actions that may affect the engagement.

Conflicts Issues: As we have discussed, the Firm represents large numbers of governmental entities, business entities and financial institutions, as well as individuals. It is possible that, during the time the Firm is representing the Client, some of the Firm's current or future clients will have disputes or transactions with the Client. The Client agrees that the Firm may continue to represent or undertake in the future to represent existing or new clients in any matter, including litigation, even if the interests of such other clients in such other matters are directly adverse to the Client's, so long as those matters are not substantially related to the Firm's work for the Client and the Firm's representation of the other clients would not involve the Firm's use of any confidential information the Client has provided the Firm and would otherwise be permitted by the applicable Rules of Professional Conduct.

Choice of Law/Forum Selection: This Agreement will be interpreted, construed, and governed by and under the laws of the State of Michigan and any action arising hereunder or with respect to this Firm's legal representation of the Client shall be brought only in the Circuit Court for Oakland County, Michigan, the District Court for Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan, Detroit Division.

Right to Withdraw from Representation: The Firm may terminate this representation if the Client does not pay the invoices promptly or breaches any other obligations to the Firm.

Standard Terms of Engagement: The attached Standard Terms of Engagement of the Firm for the representation of the Client in these matters are incorporated into this Agreement. The Client agrees to abide by the terms and conditions set forth therein.

Respectfully submitted,

DICKINSON WRIGHT PLLC



Roger A. Swets

I have read the foregoing engagement agreement, and my signature indicates that City of Buchanan agrees to all of its terms and fully understands its provisions. The terms of the engagement of the firm as stated above are accepted and approved by:

CITY OF BUCHANAN

Signature

Name

Date

MICHIGAN IOLTA – TRUST/RETAINER INSTRUCTIONS

Payment via Wire Transfer (available for immediate use):

Beneficiary Name: Dickinson Wright PLLC – Client Trust Account
Bank Name: JP Morgan Chase Bank, N.A.
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034
Swift Code (International): CHASUS33
ABA (Domestic): 021000021
Account No: 717243
Reference: Please include Client/Matter number

Payment via ACH*:

Beneficiary Name: Dickinson Wright PLLC – Client Trust Account
Bank Name: JP Morgan Chase Bank, N.A.
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034
ABA (Domestic): 072000326
Account No: 717243
Reference: Please include Client/Matter number

*funds received via ACH are subject to a five (5) business day hold, not including the date of deposit; NOT available for immediate use

Payment via Credit Card: e-mail remittance.notice@dickinson-wright.com to request

Invoice Payment Instructions; NOT to be used for Trust/Retainer transactions

Payment via Wire Transfer:

Beneficiary Name: Dickinson Wright PLLC
Bank Name: JP Morgan Chase Bank, N.A.
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034
Swift Code (International): CHASUS33
ABA (Domestic): 021000021
Account No: 38852
Reference: Please include invoice number(s)

Payment via ACH:

Beneficiary Name: Dickinson Wright PLLC
Bank Name: JP Morgan Chase Bank, N.A.
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034
ABA (Domestic): 072000326
Account No: 38852
Reference: Please include invoice number(s)

Notes:

- To verbally confirm instructions please contact Cash Applications at (248)433-7200
- Remittance advice information may be sent to: remittance.notice@dickinson-wright.com
- Please see instructions on the invoice for other accepted forms of payment

Dickinson Wright PLLC Standard Terms of Engagement

Dickinson Wright PLLC ("the Firm") is pleased to be retained by the Client to provide legal services. Below are the standard terms of engagement in relation to any matter on which the Client retains the Firm, unless otherwise set forth in the Client's engagement letter and subject always to applicable rules of professional conduct.

1. Entire Agreement: The engagement letter and these Standard Terms of Engagement constitute the entire understanding and agreement between the client identified in the engagement letter ("the Client") and the Firm regarding the Firm's representation of the Client in the matter described in the engagement letter. Unless otherwise agreed, they supersede any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to the Firm. If any provision of the engagement letter or these Standard Terms of Engagement are held by a court or other arbitrator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. The Client should review this document carefully and contact the Firm promptly with any questions. The Client should retain this document in its file.

2. The Client: The Firm will provide representation for only the person(s) or entity identified in the engagement letter. In matters related to corporations, partnerships, and other entities, unless otherwise agreed in writing, the Firm's representation does not extend to officers, directors, employees, shareholders, partners, members, or other individuals. Additionally, unless otherwise agreed in writing, the Firm's representation of an entity does not extend to its affiliates (such as parent, sister, or subsidiary corporations).

3. The Scope of our Services: The engagement letter sets forth the specific matter for which representation will be provided and the scope of the Firm's services. The services the Firm will provide to the Client may be varied by agreement during the course of the matter. The Firm's services will not include advice on tax-related issues unless and to the extent specifically requested by the Client and included in the scope of the Firm's representation.

At times, the Firm may be called upon to express opinions of law or anticipated outcomes. Such opinions are limited by the Firm's knowledge of the facts at the time the opinion is rendered, the present state of the law, and, at times, factors that are unknown or beyond the Firm's control. Although the Firm will use its best professional judgment, it cannot guarantee the outcome of any matter.

4. Primary Attorney: The primary attorney(s) responsible for the Client's relationship with the Firm may, in the exercise of his/her/their professional judgment, involve other attorneys (including other members or associates), paralegals, or non-legal professionals possessing special knowledge or experience to improve efficiency.

The Firm's invoices for services may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors

to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

5. Basis of Our Charges: Unless other arrangements are made, the Firm's billing for legal services will be on a per-hour basis. The Firm's standard hourly rates will apply in the absence of any other agreement, and details of the hourly rates for the attorneys working on the Client's matter(s) are available upon request. The Firm's hourly rates are subject to periodic reviews and adjustments, and the Firm reserves the right to revise its hourly rates in accordance with such general Firm reviews.

The Firm is often asked to provide estimates regarding the cost of its representation on a given matter. The Firm is pleased to provide such estimates when, in its professional judgment, they can be made. Unless the Firm agrees in writing to perform a specific project for a fixed fee, an estimate will not represent a maximum, minimum, or agreed charge.

6. File Closure: Upon the completion of the services described in the engagement letter, the Firm's representation will be considered concluded. At that time, the Firm will close the file and retain it in accordance with the Firm's retention policy.

7. Records Retention: The Firm acknowledges the importance of client confidentiality, the protection of personal data, and the need to retain data for legal, accounting, and operational purposes (including but not limited to personal information, case files, correspondence, and any other data provided to the Firm in the course of providing legal services). The Firm shall retain client data for a period not exceeding the duration necessary to serve the purposes for which the data was collected and processed, including the fulfillment of any legal, regulatory, or ethical obligations, as well as in alignment with the Firm's retention policies. Data shall be maintained in a secure environment with appropriate safeguards against unauthorized access, alteration, or destruction and in compliance with applicable data protection laws. Upon the expiration of the retention period the Firm shall securely destroy the data in a manner that is consistent with best practices for the protection of confidential information and the environment. Client consents to the destruction of the file upon the expiration of the retention period.

8. Retainers: Unless otherwise set forth in the engagement letter, it is understood that the Firm may withdraw amounts from the retainer at any time as may be necessary to satisfy outstanding invoices. If at any time the retainer proves insufficient to cover past due invoices or falls below the agreed amount, the Firm may require that it be replenished.

9. Conflicts of Interest: Conflicts of interest are a concern for the Firm and the clients it represents. The Firm attempts to identify actual and potential conflicts at the outset of any engagement and may request that the Client sign a conflict waiver before the Firm accepts an engagement from the Client. Occasionally, other clients or prospective clients may ask the Firm to seek a conflict waiver from the Client so that the Firm can accept an engagement on their behalf. Please do not take such a request to mean that the Firm will represent the Client less zealously; rather, it indicates that the Firm takes its professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, the Firm will do its best to address and resolve the situation in a manner that is consistent with its professional responsibilities.

The Firm will not represent any other client on any matter on which the Firm is representing the Client unless the Firm has the Client's express agreement that it may do so and where permitted to do so by the applicable jurisdiction's Rules of Professional Conduct.

Client agrees that the Firm may also act generally for another client which, for the Client, is a market competitor.

10. Liability Insurance Coverage: It is the Client's responsibility to ascertain whether the Client is covered by any relevant insurance in respect of either liability or legal expenses. If so, the Client is responsible to notify the Client's insurer(s) of the claim or potential claim and the Firm's involvement as soon as possible. It is also the Client's responsibility to inform the Firm if the Client believes that the Client has insurance coverage for the specific matter for which the Firm has been retained.

11. Termination of Representation: The Client may terminate the Firm's representation at any time, with or without reason. The Firm has a right to discontinue providing services under certain circumstances, such as the Client's failure to fulfill financial obligations to the Firm. The Client's termination of the Firm's representation in no way relieves the Client of the obligation to pay for legal services that have been provided prior to the time of termination and that are necessitated to make an orderly transfer of the Firm's file materials.

Upon termination of the Firm's representation for any reason, the Firm will return the Client's papers, documents, and other property to the Client upon receipt of the Client's request for them. The Firm may, and likely will, retain a copy of the materials returned to the Client. If the Client has outstanding invoices owing to the Firm, the Firm may have the right to retain the Client's documents if they are properly subject to a lien.

At such time as the Firm has completed the scope of work for which the Firm has been retained, the Firm will consider its representation to have ended. If the Client later retains the Firm to perform further or additional work, the Firm's future representation will be subject to the terms and understanding set forth herein, unless other terms and conditions are expressly agreed to.

Furthermore, upon termination of the Firm's representation, any and all outstanding legal fees and costs incurred by the Firm for its legal services rendered to the Client in connection with the engagement will become immediately due and owing. In the event the Client fails to immediately pay any outstanding legal fees and costs owed to the Firm, the Firm reserves all rights and remedies available to it for collection of any and all amounts of money owed to it for said legal services. The Client also agrees to pay all charges, costs, expenses, and reasonable attorney's fees incurred by the Firm in enforcing and recovering any and all legal fees and costs incurred pursuant to the engagement letter.

12. E-mail and Cellular Phone Authorization: The Firm is able to communicate with clients via electronic mail over the internet ("e-mail"), and many of the Firm's attorneys utilize cellular phones. With e-mail, current technology cannot eliminate the risk that confidences and/or secrets otherwise protected by attorney/client privilege may be viewed by unauthorized third parties and

the privilege thereby lost. As to both means of communication, sensitive, confidential, and proprietary materials of the Client may be intercepted by unauthorized third parties. Please be advised that in connection with the use of e-mail and cellular phones:

1. There is the risk of the loss of the attorney/client privilege and that sensitive, confidential, or proprietary material may be inadvertently disclosed to unauthorized third parties.
2. The Firm's standard for e-mail encryption is Transport Layer Security (TLS) protocol.
3. The Client has the right to specifically direct Dickinson Wright PLLC not to send sensitive, confidential, or proprietary materials via e-mail or to utilize a cellular phone when communicating.

Unless the Client specifically provides direction to the contrary, the Client's acceptance of the Firm's engagement letter will indicate the Client's review of this policy statement on the use of e-mail and cellular phones and will specifically authorize Dickinson Wright PLLC to utilize e-mail, to send information over the internet to communicate with the Client and with third parties, and to utilize cellular phones. By engaging the Firm, the Client agrees to assume the risk of inadvertent disclosure and the risk of the loss of attorney/client privilege as it relates to information being transmitted. The Client retains the right to direct Dickinson Wright PLLC not to send specific items of information via the internet, by e-mail, or over a cellular phone. This authorization shall remain in effect until revoked in writing.

13. Post-Engagement Matters: The Client is engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the Client's future rights and liabilities. Unless the Client engages the Firm after the completion of the matter to provide additional legal advice on issues arising from the matter, the Firm has no continuing obligation to advise the company on such issues or on future legal developments, including monitoring renewal or notice dates or similar deadlines that may arise with respect to the matter.

14. Privacy: The Firm recognizes the importance of data privacy and is committed to protecting the confidentiality, integrity, and availability of all personal and business information in compliance with all applicable data protection laws and regulations. The Firm will only collect personal and business information that is necessary for the fulfillment of its duties and within the scope of its services. The information collected shall be used exclusively for the purposes for which it was provided and other compatible purposes unless the Client provides explicit consent to the contrary or where it is required or permitted by law. For inquiries, or to remove personal data from the firm's systems upon completion of the engagement, please contact the firm directly.

15. Corporate Transparency Act (CTA) Disclaimer: Under the Corporate Transparency Act ("CTA"), certain entities organized in the U.S. (including entities that are disregarded for federal income tax purposes) and foreign entities doing business in the U.S. are required to report information to the Financial Crimes Enforcement Network (FinCEN) as to their beneficial ownership. The report must provide information regarding the entity, each beneficial owner, and (in some cases) each company applicant. Entities subject to beneficial ownership information (BOI) reporting include corporations, limited liability companies, and any other entity created by filing a document with the secretary of state or similar office under state, Tribal, or foreign law.

Certain states may have their own reporting obligations. The Firm is not assuming any responsibility in this engagement regarding CTA or equivalent state-level compliance by the Client or any affiliated entity. This would change only if the Client requests the Firm's assistance with CTA or state-level compliance, and the Firm agrees in writing to accept the increased scope of work. In particular, the Client should not send the Firm any confidential BOI related to CTA compliance until the Firm has agreed to accept that additional task.

These Standard Terms of Engagement will apply to the services the Firm provides to the Client, unless the Firm agrees otherwise in writing. By instructing the Firm to act for the Client, the Client accepts these terms and authorizes the Firm to perform the services as outlined in our engagement letter.

If the Client has any questions or concerns about any aspect of the Firm's engagement, they should contact the attorney responsible for their matters.