

April 17, 2026

VIA EMAIL

Ms. Jody Tow, Finance Director
Petersburg Borough
P.O. Box 329
Petersburg, AK 99833

Re: Engagement as Outside Counsel Providing Bond Counsel Services

Dear Ms. Tow,

Kutak Rock LLP (the “**Firm**”) appreciates the opportunity to provide legal advice and support as outside bond counsel to Petersburg Borough, Alaska (the “**Borough**”). Our desire is to provide you with quality legal services to meet your immediate needs in a cost-effective manner. This letter (the “**Letter**”) should provide a mutual understanding of expectations regarding services to be performed.

The client, for purposes of the representation described herein, is the Borough. The scope of the engagement undertaken by the Firm is to provide legal advice as outside bond counsel with respect to such matters referred by the Borough to me at your discretion. The rendering of legal opinions, tax advice, or legal advice in connection with any structured financings (such as long-term fixed-rate governmental obligations) for the Borough (collectively, the “**Borough Financings**”) will be provided by the Firm as separate matters for each Borough Financing.

Our fee to act as Bond Counsel for the Borough in connection with Borough Financings will be set according to the size, structure and complexity of the proposed Borough Financing, and our estimate of the amount and nature of the legal work necessary to achieve a closing on the proposed Borough Financing. The fee will include routine out-of-pocket disbursements (such as photocopying charges, delivery expenses, and postage). Any extraordinary disbursements or expenses authorized by the Borough will be billed directly to the Borough. The partners who will be principally involved in this representation are Tanya Lawless and Matthias Edrich. Other Firm attorneys and paralegals may be added to the team as our work progresses. Unless other payment arrangements are made, our fees are contingent upon the closing or completion of each Borough Financing and will be due at closing or completion of such Borough Financing.

Throughout our representation, we want you to be satisfied with our fees as well as the professional services we perform on your behalf. Accordingly, we invite your inquiry if you have any questions concerning any aspect of our representation.

KUTAKROCK

Petersburg Borough, Alaska
April 17, 2026
Page 2

We will process through the Firm's conflict system the parties to all matters referred by you to me and the Firm for review. In the event that we identify a conflict, we will attempt to resolve it or obtain a conflicts waiver, but if we are unable to resolve the conflict, the Firm and I will not provide legal advice on such matter.

All of the Borough's communications with us are legally protected by the attorney-client privilege which only the Borough can waive. Because this privilege could be inadvertently waived by the Borough if it provides privileged material or communications to third parties, we recommend that you retain all letters, invoices and other communications from and to us in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place. In addition, we will treat your matter as confidential, and we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any information about the Borough, its business or our work on your behalf.

The Borough may terminate our services at any time by notifying us thereof in writing. Similarly, we may withdraw as legal counsel to the Borough and terminate this engagement at any time by notifying the Borough thereof in writing. In either event, you will be required to pay all of our fees for services rendered and expenses incurred through the date of termination. All fees and expenses shall be due and payable on the date of termination.

If, upon termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us. Otherwise, all such documents will be stored for a reasonable amount of time and will thereafter be destroyed in accordance with our established document retention policy.

We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on your matters. Any expressions by us about the outcome of your matters are our best professional views only and are limited by our factual knowledge at the time they are expressed.

This Letter is an agreement between the Borough and Kutak Rock, and neither this Letter nor the performance of the terms hereof shall create any rights in any other person. There are no third-party beneficiaries to this Letter. This Letter shall be construed, interpreted and governed by the laws of the State of Alaska without regard to the principles of conflicts of law.

If the above sets forth our understanding to your satisfaction, please confirm the terms of our engagement by signing, dating and returning the enclosed copy of this letter. If the foregoing does not reflect your understanding or if you wish to discuss additional projects with us, please contact me.

This letter may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be an original, but all of which shall constitute one and the same instrument.

KUTAKROCK

Petersburg Borough, Alaska
April 17, 2026
Page 3

We look forward to working with you.

Sincerely yours,

KUTAK ROCK LLP



Tanya L. Lawless, Partner

The agreements in the foregoing Letter have been read and approved as of the date set forth below.

PETERSBURG BOROUGH, ALASKA

By: _____

Name: Jody Tow

Title: Finance Director

Date: _____, 2026