

HUSCH BLACKWELL

Sandy D. Hellums-Gomez

Partner

600 Travis Street
Suite 2350
Houston, TX 77002
Direct: 713.525.6222
Fax: 713.647.6884
sandy.gomez@huschblackwell.com

August 26, 2026

VIA E-MAIL

Uriel Tuck
Waller County, Texas
645 12th Street
Hempstead, TX 77445

Re: Agreement for Legal Services

Dear Mr. Tuck:

Thank you for selecting Husch Blackwell LLP to provide legal services. This letter is to confirm our discussion about the engagement and to set forth the terms under which we will provide the requested services.

Client and Scope of Representation. Our client for this engagement will be Waller County, Texas (“you”). It is understood that, in the absence of written agreement to the contrary, our work in connection with this engagement shall not be considered to create an attorney-client relationship between us and any other persons or entities related to Waller County, Texas, including parents, subsidiaries, shareholders, partners, members, or other affiliates, and thus our sole client for this engagement shall be Waller County, Texas. We will not consider entities affiliated with Waller County, Texas as our clients for the purpose of checking future conflicts of interest.

We are being retained to provide bankruptcy advice related to the chapter 11 bankruptcy case styled as In re ML Dev LP, currently pending as Case No. 26-35192 (the “Bankruptcy Case”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”) and the related state court litigation that was removed and is now also pending before the Bankruptcy Court as adversary proceeding 26-03586 (the “Adversary”). Absent specific modification, any additional services will be governed by the terms and conditions of this agreement.

You acknowledge that we are not your general counsel and that our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other

August 26, 2026

Page 2

than that described above. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the matter as to which we are representing you, subsequent legal developments related to or that might have a bearing on that matter. We may on occasion and at our sole discretion provide you with general information concerning recently enacted laws, legislative changes, or other pertinent legal subjects and developments that are outside the scope of our representation of you, with the sole purpose of fostering your awareness of legal developments that could affect your interests generally. Our provision of such general information is not an agreement to provide legal services to you regarding any such laws or developments unless you request, and we specifically agree, that we do so.

Conflicts. As we have discussed, Husch Blackwell LLP has a number of offices and represents many clients on a regional or national basis. Some of the clients we represent may be your competitors, vendors or customers. It is possible that some of our present or future clients will ask us to represent them in disputes or other matters where their interests are adverse to those of Waller County, Texas during the time we are providing legal services to you. It is also possible that we will represent, or be asked to represent (in other matters), parties whose interests are adverse to yours in this or a future matter in which we represent you. Both of these situations would create a conflict of interest under our ethical rules which would prohibit us from undertaking the simultaneous representations without the waiver and consent of both clients. Therefore, as a condition to our undertaking this engagement, you agree that our firm may represent existing or new clients whose interests are adverse to yours in all types of matters, including litigation, that are not substantially related to the matters in which we represent you. You further agree that we may undertake to represent parties to whom you are adverse in matters in which we represent you, provided again that we do so only in matters that are not substantially related to our work for you. You could, of course, choose not to waive these conflicts of interest, in which case we could decline to undertake this representation. Because the validity and enforceability of these conflict waivers are essential conditions to the firm's willingness to accept this engagement, and the firm would not accept the engagement but for these waivers, you agree that, if the validity or enforceability of these waivers is ever challenged or revoked, we may withdraw from representing you and continue to represent our other clients, even in matters directly adverse to Waller County, Texas, including litigation.

As we have discussed, Husch Blackwell has been or may be contacted to represent multiple creditors in the ML Dev, LP case. You have agreed prospectively that we may represent other creditors in the bankruptcy case provided that (a) if the creditors are secured creditors and lessors, that such creditors do not claim an interest in any property subject to a lease or security interest held by Waller County, Texas; and (b) such creditors do not have direct claims against Waller County, Texas. You have also agreed prospectively that we may represent defendants in avoidance actions brought by the trustee or other authorized representative of the bankruptcy estate against such defendants, whether as alleged preferential transfers, alleged fraudulent conveyances, or otherwise. We may also represent in other unrelated matters certain other creditors in this

HUSCH BLACKWELL

August 26, 2026

Page 3

bankruptcy case. You specifically agree to the continuation of our representation of our existing clients and agree that you will not seek to disqualify the firm in this matter because of such pre-existing representations.

Fees and Expenses. Our fees are based on the amount of time we devote to a project. Any estimates of fees that we may give from time to time are based on our judgment of the circumstances at a given time, and actual fees may be more or less than the estimated amount. Any estimate of fees or costs we provide thus may not be considered as a minimum, maximum, or fixed fee quotation.

I will be the responsible attorney for this engagement but other attorneys and legal assistants may assist with the engagement. We ask that you agree that we may use such personnel as is appropriate in our professional judgment. Our hourly rates for attorneys range from \$425 to \$1,350. The firm also employs paralegals and their rates range from \$250 to \$525. Other professionals employed in certain specialty areas have rates that range from \$265 to \$775. Our hourly rates are reviewed and adjusted periodically. Adjusted rates will be applicable to any work done after the effective date of the adjustment.

In litigation and matters requiring document productions, including third party and government subpoenas, investigations, and regulatory matters, electronically stored information is almost always implicated. For these matters, the firm uses the services of its Litigation Technology Department to meet the demands of electronic discovery and document management using the latest technological tools. The services provided by the firm's Litigation Technology Department require significant expertise. Services may include coordination and consultation on discovery materials, development and hosting of document review databases, and preparation and presentation of electronic evidentiary materials at trial. Pricing for this work is set forth in the attached schedule. Additionally, it is the firm's policy to bill for providing responses to audit letter requests. Should this type of work materialize, we charge a flat rate of \$250 to \$2,000 based on the complexity of the request and the time and resources expended by the members of the audit letter team. The flat fee covers all of the work of our centralized audit letter team to prepare the audit letter response. The flat fee does not include the time the attorneys handling your matter(s) spend preparing descriptions of actual or potential loss contingencies, which may be billed separately.

We will bill on a monthly basis for our professional fees and for reimbursement of expenses incurred in connection with this engagement. We will generally not pay the fees and expenses of other service providers, such as consultants, local counsel, deposition reporters, experts, and the like, but will forward those bills directly to you for payment.

Payment shall be due upon receipt of our invoice. If we do not receive comment about the invoice within twenty days of the date of the invoice, we will assume you have reviewed the invoice and find it acceptable. If you wish to pay our invoices electronically, you may do so through our secure online payment portal: <https://www.huschblackwell.com/paymentportal>.

HUSCH BLACKWELL

August 26, 2026

Page 4

Invoices not paid within thirty days of the invoice date will be subject to a late charge of 1% per month on the unpaid balance, commencing from the date of the invoice and continuing until paid. If an invoice remains unpaid more than ninety days after the invoice date, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and future fees. You agree that, in such an event, we have the right to withdraw as your attorneys from any matter or proceeding in which we may be engaged.

Deposit. It is our standard practice to require an advance deposit from a new client and for each new significant matter. As an existing client, we are not requiring a deposit at this time.

Communications. We understand that we are to report to and take direction from Uriel Tuck for this engagement. If you should prefer that we report to some other person, please let us know. We understand that you have approved the use of internet e-mail for communications concerning this matter. Our state ethics rules suggest that we remind you that the internet does not provide a totally secure method of communication, and e-mail may be copied and held by any computer through which it passes. Persons not participating in the communication may intercept e-mails, and e-mails stored on computers may be accessed by unauthorized parties. If you would prefer that we not communicate with you via e-mail, please advise me immediately.

Use of Artificial Intelligence. You agree that we may use technology which incorporates artificial intelligence (AI) tools and features, including generative AI, to assist in legal research, summarizing and organizing information, drafting documents, and other tasks. This technology, while it can enhance our work, is not a substitute for the expertise and judgment of our attorneys. We will exercise professional judgment in using AI technology and in reviewing AI-generated content to ensure that our services are appropriate for your specific legal needs.

Corporate Transparency Act. The Corporate Transparency Act (“CTA”), in effect as of January 1, 2024, was enacted by Congress as part of the Anti-Money Laundering Act of 2020. In general, the CTA imposes certain disclosure and filing requirements on corporations, limited liability companies, and similar entity structures regarding information about natural persons who own and/or form these entities. The provisions of the CTA could apply to you. If you require legal advice related to understanding the CTA’s requirements and implications, please let us know and we can connect you with the appropriate attorneys within the firm to discuss those needs. Our firm has, however, determined that, due to the number of third-party service providers in the compliance industry with established services tailored to facilitate adherence to the CTA, we will not undertake to submit, on behalf of our clients, any required filings or undertake other compliance activities imposed by the CTA. Upon request, we will refer you to such third-party service providers, but in no event will Husch Blackwell undertake any CTA-related filings or other compliance activities on your behalf. Whether or not you ask and we undertake to advise you regarding the requirements imposed by the CTA, the responsibility for making any required filings in compliance with the CTA rests solely with you. This responsibility further extends to your successors in interest, beneficiaries, or any other related parties who may be affected by such legal developments.

HUSCH BLACKWELL

August 26, 2026

Page 5

Marketing Materials. Periodically, our firm prepares marketing materials in which we include the names and corporate logos of selected clients and sometimes a brief description of a significant project on which we worked. You agree that we may do so with regard to you and any matters we handle for you at this time or in the future. If we include our representation of you in these materials, we will not include information about any specific transaction that is not otherwise publicly available without your prior approval.

Document Retention. Some materials related to our representation of you (e.g. administrative records, time and expense reports, personnel materials, and credit and accounting records) belong to us and will be handled in accordance with our document retention policy. Other materials (i.e. documents provided to us by you and the final version of documents that you retain us to create) are considered client files and belong to you. We will retain your client file for ten years or such longer period as required by statute or our firm's document retention policy. At your request, we will return your file to you or any other person designated by you. If, at your request, we retain your client files beyond their normal period of retention, such long-term storage will be at your cost. If you have not requested that we return your file or made arrangements for long-term storage, we may destroy or otherwise dispose of your client files after the retention period.

Our Professional Responsibility. The code of professional responsibility to which we are subject lists several types of conduct or circumstances that require or allow us to withdraw from representing a client. These include, for example, nonpayment of fees or charges, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client.

We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal. If withdrawal ever becomes necessary, we give our clients written notice as soon as practicable.

Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

Limited Liability Partnership. Husch Blackwell LLP is organized as a limited liability partnership. This means every attorney in our firm who either directly performs or supervises legal services for you will have full professional responsibility and legal liability for those services, in addition to the firm itself. However, individual attorneys in the firm who have no direct involvement or supervisory role in your representation will not have any personal liability for the legal services performed by others in the firm.

HUSCH BLACKWELL

August 26, 2026

Page 6

Conclusion of Representation. Our relationship with you will be concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, in the event we have performed no work for you or on your behalf for six consecutive months, you agree that our attorney-client relationship with you will be terminated.

It is understood that the terms of this letter and its enclosures constitute the terms under which we will undertake this representation. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter for our file. If you do not agree to any of the terms of this letter and its enclosures, please call me as soon as possible within the next ten days to discuss. If I do not hear from you, it is understood that these are the terms of our representation.

Thank you again for selecting us for this engagement. We look forward to working with you.

Very truly yours,

HUSCH BLACKWELL LLP

By: Sandy Hellums-Gomez
Sandy D. Hellums-Gomez
Partner

cd
HB EGL v2025.10.01 XD

AGREED:

WALLER COUNTY, TEXAS

By: _____
Name: _____
Title: _____
Dated: _____

THE TEXAS LAWYER'S CREED -- A Mandate for Professionalism

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason that it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective

and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare

documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith

effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in, controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Litigation Technology

Schedule of Charges as of 10/1/2025

Husch Blackwell's Litigation Technology Department provides comprehensive management of complex electronic discovery data. This Schedule of Charges reflects our standard pricing for these services. The services are billed as a monthly fee based on the volume of data in RelativityOne ("RelOne") Early Case Assessment ("ECA") and RelOne Review workspaces for a matter. There are a few costs that, if incurred, are not included in the monthly fee, as set forth below.

The monthly fee will start when data is processed at the rates set forth in this Schedule of Charges. There is a **minimum monthly fee of \$1,000.00**.

When the case is no longer active, the RelOne database can be archived and the monthly fee will cease. We do not pro-rate the monthly charge (if the database is active on the first of the month, the charge will be for the calendar month).

Monthly fee calculations:

RelOne ECA Workspace	\$15.00 per GB
RelOne Review Workspace	\$65.00 per GB

RelOne Services included in the monthly fee:

- Litigation Technology personnel hourly time
- Loading and updates to document review database
- Hosting of electronic discovery data
- Electronic document productions
- OCR Processing
- Electronic bates numbering
- Format conversions
- Archiving of databases and related materials
- Media services

Costs not included in the monthly fee (if applicable):

- Processing is billed at \$60.00 per compressed GB
- Relativity outside (non-HB) user access is billed at \$135.00 per user/per month
- RelOne Artificial Intelligence ("aiR") is billed at a \$0.25 per document fee; any related hourly consulting fees will be billed at the consultant's hourly rate

Trial technology, equipment rental and trial consulting are not provided by the Litigation Technology Department, however, we can assist with the coordination of these services.