



INTER OFFICE MEMO

January 13, 2025

Dear fellow Board members;

Subject: Dickinson Wright PLLC Bond Counsel Engagement Letter

In accordance with the Township's Procurement Policy, Section 4.7(c), the committee established by the Township Supervisor reviewed the proposed engagement letter and is recommending the Township Board approve the engagement of the firm Dickinson Wright to assist in the Civic Center Bonds 2025, effective 1/1/25.

Please let me know if you have any questions.

Sincerely,

Rik Kowall, Supervisor
White Lake Township



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ERIC MCGLOTHLIN
emcglathlin@dickinsonwright.com
(248) 433-7566

December 23, 2024

Via Email

Mike Roman, Treasurer
Charter Township of White Lake
7525 Highland Rd.
White Lake, Michigan 48383

Dear Mr. Roman,

Thank you for asking Dickinson Wright PLLC ("the Firm") to continue its representation of the Charter Township of White Lake (the "Client" or "Issuer") as bond counsel in connection with the issuance of Limited Tax General Obligation Bonds, Series 2025 (the "Bonds") for the purpose of financing the Issuer's Civic Center project (the "Project"). Given that the Issuer's prior attempt to finance the Project by the issuance of the Issuer's Limited Tax General Obligation Bonds, Series 2024B (the "2024B Bonds") was not completed, it is necessary to re-establish our engagement with the Issuer with respect to the Bonds. We understand that the Bonds will be issued pursuant to 2001 PA 34 in the maximum aggregate principal amount of \$29 million and will be secured by the Issuer's pledge of its limited tax full faith and credit. The purpose of this engagement letter ("Agreement") is to describe the services we 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 has performed in connection with the 2024B Bonds and expects to perform in connection with the Bonds 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. Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date that the Bonds are exchanged for their purchase price (the "Closing").

(2) Draft the resolutions of the governing body of the Issuer declaring official intent to reimburse Project expenditures from Bond proceeds and directing publication of the applicable notice of intent to issue bonds and authorizing the issuance of the Bonds; resolutions amending the bond authorizing resolution; the notice of sale of bonds with respect to the 2024B Bonds; the order of the authorized officer of the Issuer approving the sale of the Bonds; and all necessary closing documents.

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(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 and sale 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) Review those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds identified under a section entitled "Bond Counsel's Responsibility."

(8) Prepare a notice of sale in connection with a competitive sale of the Bonds or review any request for proposals for a negotiated sale and any bond purchase agreement or term sheet with one or more Underwriters or a direct Purchaser.

(9) Prepare the continuing disclosure undertaking of the Issuer, if required.

(10) Prepare the closing transcripts for the Bonds.

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 the course of 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.

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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); (h) obtaining, reviewing, confirming, approving, or transmitting any bank account information or wire transfer or similar electronic transfer instructions; and (i) 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 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 in connection with the Bonds shall be payable upon the delivery of the Bond. With respect to the 2024B Bonds, the Firm devoted a substantial amount of time in performing the services necessary for the sale and issuance of the 2024B Bonds and anticipated receiving a fee of \$64,000 for such services. In addition, the Firm expects to devote a substantial amount of time to performing again a large majority of the services necessary for the sale and issuance of the Bonds. Therefore, the Firm believes that an increase of the previously anticipated fee in the amount of \$25,000 is appropriate, which would result in a total fee of \$89,000.

In addition, the Client will reimburse the Firm for all charges made or incurred in connection with the Bond issue, such as travel costs, photocopying, deliveries, filing fees, computer-assisted research, and other expenses.

Our fee for services is based upon the facts and expectations set forth above, and we reserve the right to fairly and reasonably 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 Bonds is not consummated or is completed without the delivery of the Firm's opinion as bond counsel, or the Firm's services are otherwise terminated, the Client agrees that the Firm may present the Client an invoice for services provided to date. In such event, the Client agrees to compensate the Firm its normal hourly rates for time actually spent on the Bond issue, plus client charges and costs, as described above.

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In addition, if the Issuer requests us to perform additional services beyond those set forth in paragraphs (1) to (10) 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 Bonds. Nevertheless, subsequent to the Closing, we will mail the Internal Revenue Service Form 8038-G, 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 Bonds.

Client Liaison and Firm Liaison: The Firm understands that Mike Roman, Treasurer, will be the primary contact for the Client in furtherance of this engagement and Eric McGlothlin will be the Firm attorney responsible for this engagement. The Firm will communicate with the Client through Mike Roman 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: The Firm represents large numbers of governmental entities, business entities and financial institutions, including potential underwriters and purchasers of the Bonds, 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.

Prior Work Conflicts Issues: The Client has asked our firm to represent it in connection with issuance of the Bonds. Under Michigan's rules of professional conduct, we are required to advise a client if a representation involves a conflict of interest between our firm and the client, so that the client can decide whether to proceed with the representation. This letter explains our firm's potential conflict in handling this matter and seeks the Client's informed consent to the conflict.

Under Rule 1.7 of Michigan's rules of professional conduct, a lawyer shall not represent a client if there is a significant risk that the representation will be materially limited by a personal interest of the lawyer unless the client gives informed consent, confirmed in writing. The proposed representation creates a potential conflict under Rule 1.7 because it potentially involves prior work of our law firm, namely our work as bond counsel to the Client in connection with the 2024B Bonds.

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The most likely alternative to the Client's consent to our representation of it in the proposed matter is that it will need to identify and engage other lawyers to handle the matter.

Although the firm's service as bond counsel for the Bonds creates a potential conflict, as described above, we do not believe that our commitment, dedication, and ability to effectively represent the Client's interests will be adversely affected by our own interests, and we believe that we will be able to provide the Client with competent and diligent representation. Nevertheless, in deciding whether to consent to the conflict, the Client should consider carefully how our prior work for it and our desire to protect our firm's interests may affect it.

Although there is no requirement that it do so, because this is an important decision, the Client may want to consult independent counsel before deciding whether to consent.

Please review this matter carefully. If the Client has any questions that it would like me to answer prior to reaching a decision on this issue, please let me know. After appropriate review, if the Client is willing to consent to our continued representation of it in this matter, please sign the enclosed copy of this letter in the space provided and return it to me.

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 a court of competent jurisdiction in the County of Oakland, State of Michigan.

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.

[Remainder of page intentionally left blank]

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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.

Sincerely,



Eric McGlothlin

I have read the foregoing engagement agreement, and my signature indicates that the Charter Township of White Lake agrees to all of its terms and fully understand its provisions, including the risks described above with respect to conflicts and prior work conflicts issues, and consents to the representation set forth above. The terms of the engagement of the firm as stated above are accepted and approved by:

CHARTER TOWNSHIP OF WHITE LAKE


Signature

Rick Kowall (Sponsor)

Name

1-3-2025

Date



- Mike Roman

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.
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