

Ms. Kalisek's Direct Line: (512) 322-5847
Email: lkalisek@lglawfirm.com

May 20, 2026

Bridjet Gillis, General Manager
Bell County WCID No. 2
202 S Brookman
Little River Academy, Texas 76554

VIA ELECTRONIC MAIL

Re: Engagement Letter – 2026 Directors Election;
Billing File Number: 4791-1

Dear Ms. Gillis:

We want to express our appreciation for the opportunity you have given our firm to work with you. As part of our routine in opening new files, and in part to comply with the provisions of Texas Local Government Code Chapter 176, we provide clients with an engagement letter. The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will represent Bell County WCID No. 2 (the "District") with respect to assisting the District with follow up from its May 2026 Directors election and related matters (the "Matter"). Our acceptance of this representation (the "Representation") becomes effective upon our receipt of an executed copy of this agreement.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*, dated April 30, 2025. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement*.

It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. You may call, write, or e-mail me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Our fees in the Matter will be based on the time spent by firm personnel, primarily firm lawyers or paralegals, who participate in the Representation. We will charge for all time spent by such personnel in the Representation in increments of tenths of an hour. We charge for time spent in activities including but not limited to the following: telephone and office conferences with clients, representatives of clients, opposing counsel, and others; conferences among our attorneys and paralegals; factual investigation, if needed; legal research; file management; responding to requests from you that we provide information to you or your auditors; drafting letters and other documents; and travel, if needed.

Legal fees and costs are difficult to estimate. Accordingly, we have made no commitment concerning the fees and charges that will be necessary to resolve or complete the Representation, although we will make every effort to manage fees and costs by working efficiently and cost-effectively.

My time is billed at the rate of \$375 per hour. My colleagues Kathryn Bibby and Lisa Silveira, and paralegal, Natalie Marquez, will be working with me and their time is billed at the rates of \$350, \$320, and \$200 per hour, respectively. Other lawyers, paralegals and other personnel may be assigned as necessary to achieve proper staffing. We utilize briefing clerks, paralegals, file clerks and other support personnel to perform those tasks not requiring the time of any attorney. Their time is billed at an amount determined by the experience of the individual. The foregoing rates may be adjusted annually and, if so, will be noted on your bill. We will submit all out-of-pocket expenses incurred for reimbursement. Usually we ask the client to pay directly all filing fees, charges for consultants, etc. due to the size of such fees. We endeavor to have a statement of services rendered and expenses incurred by the 15th of the following month. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Our law firm has represented the City of Temple (the "City"), Clearwater Underground Water Conservation District ("CUWCD"), Bell Milam Falls Water Supply Corporation ("BMFWSC"), and North Milam Water Supply Corporation ("NMWSC") on a variety of matters. I expect that the District recognizes that there exists the possibility, however remote, that a conflict of interest with the City, CUWCD, BMFWSC, or NMWSC, or their interests, may arise during or following our Representation with the District in the Matter. Of course, if at any time during the Representation I become aware of a potential or actual conflict of interest between the District and the City, CUWCD, BMFWSC, or NMWSC, I will so apprise you. Similarly, if during the Representation you should become aware of a potential or actual conflict, I trust you will so advise me. Under either of such circumstances, the District, in its sole discretion, obviously has the right to terminate this employment agreement and our Representation. However, given our firm's historical and current representation of the City, CUWCD, BMFWSC, and NMWSC, this engagement acknowledges that our law firm will continue to have the ability and right to represent the City, CUWCD, BMFWSC, and NMWSC on non-Matter issues, should they so request. Based on the information available to us, we are not aware of any potential

disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

Cloud-Based Software

We use cloud-based electronic data storage and/or document preparation systems to store Client confidential information and/or prepare legal documents pertaining to this Matter. We may also use software that utilizes artificial intelligence where doing so would provide material benefit to your representation. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, Professional Ethics Committee Opinion No. 680, in using such cloud-based or artificial intelligence software, we undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of Client confidential information.

Document Retention

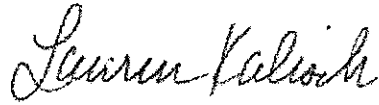
We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Lloyd Gosselink in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Lloyd Gosselink. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink.

Please carefully review this document, which includes this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If acceptable, we would appreciate you signing and returning the enclosed duplicate original of this document.

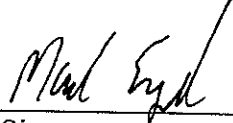
Sincerely,



Lauren J. Kalisek

LJK/eif
Attachments

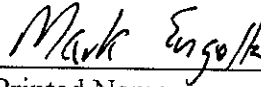
AGREED AND ACCEPTED:
BELL COUNTY WCID NO. 2



Signature

Board President

Title



Printed Name

^{Me}
J-JT 5-21-26

Date