



Bricker Graydon Wyatt LLP
100 South Third Street
Columbus, OH 43215
614.227.2300 Office
www.bricker.com

Rebecca C. Princehorn
Partner
614.227.2302 Direct Phone
rprincehorn@bricker.com

March 4, 2026

VIA E-MAIL

Nicholas E. Ciarniello, Treasurer/CFO
Willoughby-Eastlake City School District
35353 Curtis Blvd.
Eastlake, OH 44095

Re: Terms of Engagement –
Willoughby-Eastlake City School District /Finance Matters

Dear Nick:

Thank you for asking Bricker Graydon Wyatt LLP (the “Firm”) to serve as counsel to the Willoughby-Eastlake City School District, Lake County, Ohio (the “Client”), to represent it with respect to various finance-related matters, as determined by the Client from time to time. This letter will confirm the engagement of our Firm and will describe the scope and terms on which we will provide legal services to the Client.

The Client

The Client will be our client in this engagement and not any of its individual office holders or staff members. Our representation does not extend to any other affiliates or related parties of the Client. Accordingly, representation of the Client in this matter will not give rise to a conflict of interest in the event other Firm clients are or become adverse to Client affiliates or related parties.

Scope of Engagement

The Firm is being engaged to represent the Client in respect to various matters (collectively, the “Matter”). Rebecca Princehorn will be the responsible attorney for finance matters. Please note, however, that Bricker Graydon Wyatt prides itself in providing service as a team, and, as such, they will retain the discretion in the exercise of their professional judgment to assign portions of the work to attorneys and assistants who are best able to handle particular aspects of the representation on a cost-efficient basis. However, while they may refer certain matters to other attorneys and assistants based on their individual knowledge and experience, they will continually maintain primary responsibility for making sure that each question is thoroughly and efficiently addressed by the attorney or assistant to which such matter is assigned.

In addition to the Matter described in the preceding paragraph, upon Client request and only upon our agreement in writing, our representation may extend to other matters. The terms of this letter will apply to such other matters, unless otherwise agreed in writing. It is also understood that the

Client is not relying upon us for business, investment, or accounting advice or decisions, nor to investigate the character or credit of any other persons or parties in this matter.

Unless otherwise agreed, our engagement does not include providing any advice or legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (the "SEC") or Client disclosure obligations under such laws, and we agree that the Client will not, without our prior written consent, include documents we provide to the Client in filings with federal or state securities regulators, including the SEC.

Compensation

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and assistants involved. We believe our hourly billing rates for attorneys and assistants are competitive with other major firms in the Cleveland and Ohio markets. Depending upon the special expertise and amount of experience involved, our hourly public finance education rates range from \$450 per hour for our most experienced partners to \$300 per hour for our most junior lawyers. Our hourly rates for paralegals range from \$260 to \$320 per hour, again depending upon the expertise and experience of those involved. These hourly rates are subject to change from time to time without notice. Hourly services shall be billed in tenths of an hour.

Additionally, the Client may utilize the Firm for financing, tax incentive, and other economic development matters at typical industry rates and billing practices for such work, as negotiated by the Client and the Firm at the time the Client chooses to engage the Firm for such work.

The fees and costs relating to the Matter are not predictable. Accordingly, we have made no commitment to the Client concerning the maximum fees and costs that will be necessary to resolve or complete the Matter. It is expressly understood that payment of the Firm's fees and costs is in no way contingent upon the ultimate outcome of the Matter.

Disbursements and Third-Party Expenses

In addition to our hourly fees for professional services, the Client will also be charged for miscellaneous services and cash disbursements incurred on its behalf. These services and expenses include such items as document reproduction, charges for the management and storage of electronic data related to the Matter, extraordinary postage, certain staff overtime where justified, on-line research services, and necessary travel expenses (including transportation, lodging, meals, and other related expenses).

Depending on the circumstances, the Client may also be asked to advance funds to reimburse the Firm for payments made or to be made its behalf, or to pay a third-party directly. These disbursements include items such as regulatory filing fees, special messengers, express deliveries, outside document management and copying services, service of process and court fees, stenographer and videographer fees, expert witness fees, and local or special counsel fees. All such expenses are the Client's responsibility.



Invoices and Payments

Our invoices are typically sent on a monthly basis. If charges incurred in any month are nominal, however, billing may be deferred until the next month. We offer a variety of invoice formats to summarize the services performed, the fees, and related disbursements in a manner that the Client prefers.

Our invoices are payable upon receipt. We include a carrying charge of 1.5% per month on outstanding balances for invoices remaining unpaid past 45 days from the invoice date. If the delinquency continues and satisfactory payment arrangements are not made, we reserve the right, subject to any necessary tribunal approval, to withdraw from the representation and may pursue collection of the Client's account. In the event of any collection action, the Client agrees to pay the costs incurred to collect the balance, including court costs, filing fees, and reasonable attorney's fees.

Professional Responsibility and Conflicts of Interest

The conduct of attorneys and law firms are governed by the Rules of Professional Conduct (the "Rules of Conduct"). They include rules relating to actual or potential conflicts of interest. At the outset of this representation, and for each subsequent engagement, we undertake to identify potential and actual conflicts between the Client's interests and those of others whom we currently represent or have previously represented, based upon the facts as we know them at the time of each engagement. It is always possible that during the course of our relationship, new facts arise which, under the Rules of Conduct, could require us to withdraw from further representation of the Client, or seek specific consent from the Client and another current or former client in order to continue representing the Client. If a conflict situation arises, we will discuss it with the Client and take appropriate steps to resolve the conflict or other problems, if possible. If the Client perceives an actual or potential conflict, please promptly contact the undersigned.

Advance Consent to Conflicts

The Firm represents many other businesses and individuals. It is possible that during the period of this engagement, we may also represent other clients in matters substantially unrelated to this representation, where the Client's respective interests are adverse.

In addition, as the Client is aware, the Firm has previously, currently does, and in the future may serve as counsel to many Ohio local governments and special purpose entities, including, without limitation, conduit financing entities such as port authorities, energy special improvement districts, municipal corporations, townships, counties, and councils of governments with regard to matters unrelated to the Matter. The Client is further aware that some such unrelated matters involve our representation of such entities with respect to development transactions. We require assurance that our representation of the Client in the Matter will not later be raised as an actual or potential conflict of interest in any future matter in which we may be representing other parties and not representing the Client. Because of our vast and diverse representation of many other clients in

and around the State of Ohio, including, but not limited to, public entities, banks, financial institutions, lenders, developers, and real estate sellers and buyers, it is possible that in the future, a dispute may arise between the Client and another client that we represent, or a transaction in which the interests of the Client do not coincide with those of another client that we represent, and we reserve the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work on the Matter, even if the interests of such clients in other matters are directly adverse to the Client. The Client will agree, as a condition to our undertaking this engagement, that during the period of this engagement we will not be precluded from representing clients who may have interests adverse to the Client, and that the Client will waive any right to disqualify the Firm or otherwise object to our representation of such clients so long as (1) such adverse matter is not substantially related to our work on the Matter, (2) our representation of the other client does not involve the use, to the disadvantage of the Client, of any confidential information that we have obtained as a result of our representation of the Client, and (3) we reasonably believe we will be able to diligently serve both the Client on the Matter, and the other client on the different matter. The Client will further agree that our representation of the Client on the Matter will not disqualify us from continuing our representation of any financial institutions including undertaking the closing of new loans for existing or new clients, and that the Client will waive any right to disqualify the Firm or otherwise object to such representation now or in the future.

In addition to legal work the Firm provides to clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm ("Government Relations Services"). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before state legislatures and before various federal, state, and local legislative or regulatory bodies or officials. Such services may include, but are not limited to seeking the enactment, repeal, or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the Client's interests.

By executing this engagement letter, the Client is acknowledging that the Client has not retained the Firm to provide Government Relations Services, and that our work for the Client in this Matter will not disqualify the Firm from providing Government Relations Services to other clients, even when the interests of those other clients are adverse to the Client's interests. To the extent such Government Relations Services present an actual or prospective conflict of interest, by executing this engagement letter, the Client agrees to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

Client Information and Communications

So that the Firm's attorneys can fully represent the interests of the Client, it is important that counsel be provided all relevant information concerning the Matter. The Client agrees to timely provide full and complete information requested by counsel in regard to the Matter. The Rules of Conduct provide that in the event the Firm and counsel are not able to adequately represent the interests of the Client as a result incorrect or insufficient information provided by the Client, the Firm and counsel may terminate the representation in this Matter, subject to any approval required

by a court or other authority.

Internal Consultation with Counsel to the Firm

From time to time, lawyers or others in the Firm will consult with the Firm lawyers designated as General Counsel and Associate General Counsel to the Firm ("Firm Counsel"). Such consultations with Firm Counsel can touch on ethical and other professional-conduct issues, issues involving potential claims against the Firm that arise in connection with the Firm's representation of a client, and any dispute or potential dispute between the Client and the Firm. As a condition of the Firm's representation, the Client agree that any such consultations with the Firm's Counsel are protected from disclosure, including disclosure to the Client, by the attorney-client privilege, to the extent permitted by law.

Resolving Disagreements

We hope that no disagreements ever arise concerning any aspect of our professional relationship. If there is a dispute concerning our fees, services, or relationship, we encourage prompt conversations with the attorney the Client is working with to resolve any disagreement. If the issue is not resolved satisfactorily, we urge the Client to discuss its concerns with either Firm Counsel, Quintin Lindsmith (direct dial: 614-227-8802) or Stephen Smith (direct dial: 859-578-3070).

Conclusion of Representation

Either party may terminate the engagement before the Matter is concluded, at any time and for any reason, by written notice. The Firm's right to terminate the engagement is subject to the applicable Rules of Conduct. Upon the Client's authorization, we will provide the "Client File" to successor counsel selected by the Client. Client Files include such things as third-party communications, communications with counsel, transactional documents, documents received from other parties, documents received from the Client, public filings, and the like. Client Files do not include Firm Files, described below. If permission to withdraw is required by a court or other authority, the Client agrees to cooperate with such application for withdrawal and to engage successor counsel to represent the Client.

Client Files will also be provided to the Client upon written request, although such request must be made within 5 years of termination. We reserve the right to securely destroy or dispose of the Client Files 5 years after the termination of our representation, unless earlier notice is provided to the Client.

The Firm's files pertaining to the Matter will be retained by the Firm after termination. These "Firm Files" include such things as Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such Firm Files within a reasonable time after the termination of the engagement.

Following termination of our services, we may ask if the Client desire the Client's papers and property returned to the Client ("Client Property"). If the Client does not respond requesting the return of its papers and property, the Client agrees we may, upon reasonable notice to the Client, dispose of such Client Property.

After completion of the Matter, changes in the law may occur, and those changes may impact the Client's future rights and liabilities. Unless the Client engages us after completion of the Matter to provide additional advice, the Firm will have no continuing obligation to advise the Client with respect to future legal developments.

Unless previously terminated, the Firm's representation of the Client will terminate upon the earlier of a written confirmation of completion, or sending the Client our final statement for services rendered in the Matter.

Conclusion

If the foregoing is agreeable, please sign the Acceptance and Agreement below.

Thank you again for selecting us to be the Client's counsel. We look forward to working with the Client. If you have any questions regarding the forgoing or would like to discuss it, please do not hesitate to give me a call.

Very truly yours,
BRICKER GRAYDON WYATT LLP



Rebecca C. Princehorn

ACCEPTANCE AND AGREEMENT:

The terms of this engagement are understood, approved, and accepted.

**WILLOUGHBY-EASTLAKE CITY SCHOOL DISTRICT,
LAKE COUNTY, OHIO**

Title: _____

Date _____