

Exhibit "D"



**SLEDGE LAW
GROUP PLLC**

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June 3, 2026

The Honorable Leward J. LaFleur
County Judge
Marion County Texas
102 W. Austin Street
Jefferson, Texas 75657

RE: Engagement Letter for Joint Legal Services - Regional Groundwater
Conservation District Creation (Internal Billing Code 0112)

Dear Judge LaFleur:

It is my pleasure to submit this engagement agreement whereby our firm, SledgeLaw Group PLLC ("the Firm"), will represent Marion County, Texas (the "County") as one of the participating counties that jointly engage the Firm for the matter specifically described in this agreement. Our acceptance of this joint representation (the "Representation") becomes effective as to the County upon our receipt of an executed counterpart of this agreement approved by the County commissioners court. The purpose of this letter and the attached Attachment A, Counties Joint Legal Representation Proposed Structure, which is incorporated by reference, is to set out the roles and responsibilities of our law firm and the County as one of the co-clients in this joint representation.

Client

The client for this engagement is the County, together with each other participating county that executes this agreement or a joinder to it (collectively, the "Clients" or "participating counties"). Each participating county will be a co-client of the Firm for the Matter described below. This engagement does not create an attorney-client relationship with, or duties owed to, any other person or entity, except the participating counties in their respective capacities as co-clients in the Matter.

Scope of Engagement

As joint legal counsel for the participating counties, SledgeLaw Group PLLC (the "Firm" or "we") will provide legal services, advice, and strategic counsel in connection with the creation of a regional groundwater conservation district (the "District") anticipated initially to include the territory of the participating counties identified in Attachment A (the "Matter"). The Matter includes client counseling; assisting the participating counties with questions and interactions with stakeholders; assisting with negotiations and coordination among the participating counties; legislative drafting; required legal notices; and legal support throughout the legislative process in the 90th Regular Session of the Texas Legislature, including bill filing, committee hearings,

testimony, and related legislative-process legal support. Attachment A is incorporated by reference into this Scope of Engagement and governs the joint representation structure, coordination process, confidentiality among co-clients, fee and cost allocation, withdrawal and addition of counties, anticipated participating counties and District territory, and potential initial District funding and operations. This engagement includes only the Matter described in this paragraph and Attachment A, as further clarified in the Conflicts of Interest, Other Clients, and Consent to Adverse Representation section below.

Each participating county will designate its county judge or another authorized designee to serve as that county's representative on a joint committee for the Matter. The Firm will endeavor to have the participating counties make decisions by consensus. If consensus cannot be reached on a particular issue, a majority vote of the participating counties' representatives will decide how to proceed on that issue for purposes of directing the Firm's Representation. The County authorizes the Firm to rely on the joint committee's directions, including directions approved by majority vote when consensus is not reached.

Firm 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 staff, will participate in the Representation if, in my judgment, their participation is necessary or appropriate.

Billing Structure and Rates

For the Matter, the Firm will charge a flat monthly legal services fee of \$19,500 for the one-year period from July 1, 2026, through June 30, 2027, which includes the end of the 90th Regular Session and veto period. Fees and costs will be divided equally among all participating counties, so if there are 16 participating counties, the monthly legal services flat fee will be approximately \$1,218.75 per county, plus that county's pro rata share of out-of-pocket expenses and any fees or expenses specifically attributable to that county. The per-county amount may change if participating counties are added or withdraw as provided in Attachment A and below. All fees paid under this agreement are exclusively for legal services. No compensation received from the participating counties shall be remuneration for any activity that constitutes lobbying under Chapter 305, Texas Government Code.

The Firm will bill each individual county monthly for its pro rata share of the flat monthly legal services fee and shared costs, together with any hourly rate fees or expenses specifically attributable to that county. You agree to pay our invoices in full and be responsible for paying any taxes required by law to the taxing authorities. Legal fees and costs are difficult to estimate, and we have made no commitment concerning total costs or expenses, even though we will make every effort to manage fees and costs by working efficiently and by using Teams or Zoom when practicable to reduce travel costs and time commitments.

In addition to the flat monthly legal services fee, we will charge the participating counties for out-of-pocket costs associated with the Matter, including mileage reimbursement, couriers,

postage, certain computerized legal research, records retrieval, filing fees, photocopying, reprographics, and other out-of-pocket costs associated with representing the participating counties in this Matter. We may charge for those items whether that work is performed by outside vendors or in-house. We do not add any overhead charges to out-of-pocket costs. Unless a cost is specifically attributable to a particular county, shared costs will be allocated pro rata among the participating counties.

The Firm will try to conduct meetings virtually to keep costs and time commitments low for all participating counties. If we are requested to travel to any participating county, however, travel time will be billed at the Firm's then-current hourly rates, plus mileage and related expenses, to the particular county requesting such travel, such as for a meeting with that county's commissioners court. For group meetings involving multiple participating counties or all participating counties, travel time and mileage will be allocated, respectively, among the multiple counties participating in the meeting or all participating counties. My billable time on the Matter will be billed at a reduced hourly rate of \$475. Other Firm lawyers and personnel may also work on the Matter at rates established by the Firm according to their position and level of experience. Any legal services outside the Matter or specifically requested by and attributable to a single county will require separate written authorization and may be billed to that county at the Firm's then-current hourly rates.

Conflicts of Interest, Other Clients, and Consent to Adverse Representation

Before agreeing to represent the participating counties jointly, we have undertaken reasonable efforts to determine whether there are any potential conflicts of interest that would bar us from representing the participating counties in this Matter. Because the Matter involves special districts, legislation, groundwater law, and related public-law issues, and because we represent a number of different governmental and private clients in Texas on those issues, the Representation is limited to the creation of the District and the related legal services described in this agreement and Attachment A. Within the area of northeast Texas specifically, we have apprised you that we serve as legal counsel for the Northeast Texas Municipal Water District and the Sulphur River Basin Authority, and could therefore not represent you on issues before those entities or transactions between the County and those entities, and any such issues and transactions are expressly excluded from the Matter. Our representation of those entities does not involve the creation of special districts or the drilling, operation, or regulation of water wells involved in the Matter. If the participating counties later ask us to undertake work beyond the Matter, we will first evaluate the particular water resources, parties, legal issues, and potential affected interests involved to determine whether we are able to undertake that work.

The participating counties will be represented jointly in the same Matter. Accordingly, communications and information relevant to the Matter may be shared among the participating counties, their designated representatives, and the joint committee. As part of this joint representation, the Firm may share information relevant to the engagement among the participating counties and cannot agree to keep material information confidential from one participating county at the request of another participating county. By signing this agreement, the County consents to this joint representation structure and to the sharing of Matter-related confidential communications

and information among the co-clients as reasonably necessary or appropriate for the Representation.

The County acknowledges that the participating counties may have different policy preferences, local interests, or views about the District's territory, governance, funding, powers, or operations. The Firm will endeavor to facilitate coordination and consensus among the participating counties, but the County agrees that, for purposes of directing the Firm's Representation, unresolved issues may be decided by majority vote of the participating counties' designated representatives as described in the Scope of Engagement and Attachment A. If a disagreement among participating counties creates a conflict of interest that, in the Firm's judgment, materially limits our ability to represent all participating counties competently and diligently, we may be required to withdraw from representing one or more participating counties or from the Matter, subject to the applicable rules of professional conduct. If the County or one or more other participating counties were to withdraw during the course of the Representation, the County agrees that the Firm can continue to represent the remaining participating Counties in the Matter, and that it waives any conflict of interest that might arise from the withdrawal to the extent permitted under the applicable rules of professional conduct.

You understand that, except for sharing information among the participating counties as co-clients in this Matter, we cannot share with you or use for your benefit any confidential information that we obtained from other participating counties or other clients. Likewise, we will not use to your disadvantage any of your confidential information that we acquire while representing you, except that Matter-related information may be shared with the other participating counties as described above.

It is possible that, during the time we are representing the participating counties, one or more of our current or future clients might have dealings, transactions, disputes, or litigation with the County, another participating county, or the proposed District. Those clients could have interests different from yours, and their actions could adversely affect your interests. By engaging us, you agree that, during the time we are representing the County, we also may represent other current and future clients in any other matter, including in litigation, unless we conclude that (i) the other matter would be substantially related to the Matter in which we are representing the County or (ii) undertaking the other matter would materially limit our ability to represent you. For purposes of this agreement, two matters are substantially related if the facts in the first matter are so closely related to the facts in the second matter that a genuine threat exists that confidential information revealed by the client in the first matter will be divulged to that client's adversary in the second matter. We would be materially limited only when our representation of another client or our relationship with someone else would materially affect our ability to represent you competently and diligently.

Accordingly, you agree that our representation of you in this matter will not disqualify us from representing other clients in other matters that are not substantially related to this one or where our ability to represent the participating counties in the Matter would not be materially limited, even if the interests of those other clients are directly adverse to yours. In those situations, we will not use to your disadvantage any of the confidential information of the participating

counties that we acquire while representing you. Likewise, we will not share with you or use for your benefit confidential information that we receive from other clients.

If the effort to create the District is successful and the District's board of directors seeks to retain the Firm as its legal counsel, you agree by signing this engagement that such representation of the District would not constitute a conflict of interest with the Firm's representation of the County on the Matter in working to get the District created.

Finally, if one of our other clients hires another law firm and becomes adverse to you in this matter, you consent to our representation of that client in other matters. If that situation arises, we will continue to competently and diligently represent you and take appropriate steps to protect your confidential information.

Termination

This engagement and the attorney-client relationship created by this Matter will end when we have completed the legal services covered by this engagement letter and Attachment A, unless earlier terminated or unless the engagement is extended or supplemented in writing. If you later engage us for any related or additional matter, including possible organizational or startup legal services for the District after creation, that engagement and its scope must be confirmed in a separate engagement letter or in a written supplement to this letter.

The County may withdraw from the joint representation at any time and for any reason by informing us in writing. Each withdrawing county agrees to pay its pro rata share of all fees and expenses incurred through the end of the month in which it provides written notice of withdrawal to the Firm, together with any fees or expenses specifically attributable to that county. Withdrawal by a participating county will not terminate this engagement as to the remaining participating counties, and the monthly fee and expenses will thereafter be reallocated on a pro rata basis among the remaining participating counties. Similarly, we may terminate or withdraw from our representation of the County, one or more participating counties, or all participating counties at any time for any reason, including non-payment of fees, provided we comply with the applicable rules of professional conduct. If we decide to withdraw for any reason, you agree to take all steps necessary to release us from any further obligation to represent you, including signing any documents necessary to complete our withdrawal. In the event of termination or withdrawal, you will pay us any outstanding fees and other charges owed under this agreement.

Finally, after the conclusion of this Matter, you might ask us, or we might be compelled, to undertake certain post-engagement tasks relating to this Matter, such as responding and objecting to subpoenas, searching for and producing documents, preparing for testimony, and other similar activities. In such case, we will promptly notify you, and you agree to compensate us for the fees and expenses we incur, including payment for the time spent by our attorneys and other timekeepers calculated at our then-current hourly rates, unless otherwise agreed in writing by the Firm and the affected participating counties. However, nothing in this letter or engagement obligates our attorneys or personnel to submit to interviews or to provide testimony, and any post-engagement work will not constitute the performance of legal services for you or create or revive an attorney-client relationship between us.

SledgeLaw Group PLLC Engagement Agreement
June 3, 2026

Other

This letter, including Attachment A and the Additional Terms of Engagement included herein, sets forth the complete agreement between us for the Matter. No other agreements, promises, understandings, or representations have been made or relied upon in reaching this agreement. If you, an insurance carrier, or anyone else provides us with outside counsel guidelines, electronic billing requirements, or other similar documents at the outset of this engagement, we will abide by them to the extent practicable. However, this agreement cannot be modified in any material respect by the tender of such guidelines, without a writing signed by both of us. This agreement may be executed in counterparts and may be joined by additional counties if approved by the joint committee upon execution of the same legal services agreement or a joinder.

If this letter, including the provisions in the attached Additional Terms of Engagement, correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy of this letter in the space provided and return it to me. If you ask us to begin work before you return the signed letter to us, we will consider that you have agreed to and accepted the terms of this engagement letter and the attached Additional Terms of Engagement.

We are pleased to have this opportunity to work with you. Please contact me if you have any questions.

Very truly yours,

SLEDGELAW GROUP PLLC



Brian L. Sledge, Managing Member

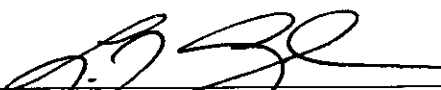
Attachments: Attachment A - Counties Joint Legal Representation Proposed Structure

Additional Terms of Engagement

AGREED TO AND ACCEPTED:

MARION COUNTY, TEXAS

By:


Leward J. LaFleur, County Judge

SledgeLaw Group PLLC Engagement Agreement
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* This legal services engagement agreement is intended for approval by the commissioners courts and execution by authorized officials of the following anticipated participating counties: Red River, Bowie, Titus, Franklin, Morris, Cass, Marion, Camp, Rains, Hopkins, Upshur, Van Zandt, Wood, Harrison, Gregg, and Smith. The territories of those counties are anticipated to form the initial territory of the District, subject to legislative action and any later decisions described in Attachment A.

ATTACHMENT A
Counties Joint Legal Representation Proposed Structure

Client Structure: SledgeLaw Group PLLC (“the Firm”) would propose to represent all participating counties jointly (the “Clients”) in connection with the creation of a regional groundwater conservation district (“District”). Each participating county will be a co-client under a single engagement agreement, and will designate the county judge or another designee (one from each participating county) to work on a joint committee. This structure ensures alignment, efficiency, and coordinated legal strategy across all counties involved in the legislative effort. We will endeavor to have the coalition of counties attempt to make all decisions by consensus, but if consensus cannot be reached on a particular issue, a majority vote of the participating counties’ representatives will decide how to proceed on an issue for purposes of directing the Firm’s representation.

Scope and Coordination: The Firm will provide legal counsel and strategic guidance and advice on all aspects of forming the District, including client counseling, helping the counties with their questions and their interactions with stakeholders, with negotiations between the counties, legislative drafting, required legal notices, and support throughout the legislative process in the 90th Regular Session of the Texas Legislature for filing, committee hearings and testimony, etc.. We will work collaboratively with all participating counties and facilitate group communications as appropriate.

Legal Services Engagement Agreement: Each county will approve the Firm’s legal services engagement agreement through its commissioners court and designate an authorized official (typically the county judge) to sign the agreement. The agreement may be executed in counterparts. The county judge or his designee will serve on the joint committee.

Confidentiality and Representation: Because the counties will be represented jointly on the same matter, communications and information relevant to the project may be shared among participating counties. As part of this joint representation, our Firm may share information relevant to the engagement among the participating counties and cannot agree to keep material information confidential from one participating county at the request of another. This structure supports a unified legal approach and preserves appropriate legal protections for the group as a whole. This structure is designed to provide coordinated, efficient representation while maintaining transparency and fairness among all participating counties.

Fees and Cost Allocation

- The Firm would charge a flat monthly legal services fee of \$19,500 for a one-year period running from July 1, 2026, through June 30, 2027 (end of the regular session and veto period), which would be approximately \$1218.75 per month per county plus out-of-pocket expenses if there are 16 participating counties (the per county costs could change if counties are added to or withdraw from the engagement). All fees will be exclusively for legal services. No compensation received from the counties shall be remuneration for any activity that constitutes lobbying under Chapter 305, Government Code.

- Fees and costs will be divided equally among all participating counties
- The Firm will try to do meetings by Teams or Zoom to keep costs and time commitments low for all. However, if we are requested to travel to any of the participating counties, travel time will be billed on the Firm's hourly rate basis, plus mileage, to a particular county requesting such travel (e.g. a meeting with their commissioners court). For group meetings involving multiple counties or all of the participating counties, travel time and mileage will be allocated, respectively, among the multiple counties or all of the participating counties.
- The Firm will bill each individual county monthly for their pro rata share of fees and costs, together with any fees or expenses specifically attributable to that county.

Withdrawal or Addition of Counties: Each participating county agrees to pay its pro rata share of all fees and expenses incurred through the end of the month in which it provides written notice of withdrawal to the Firm. Withdrawal by a participating county shall not terminate this engagement as to the remaining participating counties, and the monthly fee and expenses will thereafter be reallocated on a pro rata basis among those remaining counties. Additional counties may be added to the engagement if approved by the joint committee upon execution of the same legal services agreement or a joinder, and will share in fees and expenses on a pro rata basis beginning in the month they join.

Participating Counties / Territory of the District: The anticipated participating counties that will be included in the opportunity to participate in the legal services agreement include the following: Red River, Bowie, Titus, Franklin, Morris, Cass, Marion, Camp, Rains, Hopkins, Upshur, Van Zandt, Wood, Harrison, Gregg, and Smith. The territories of those counties are anticipated to form the initial territory of the District. The legislators and counties should give strong consideration to including all counties in the area overlying the major aquifers to ensure fair and comprehensive management of the common groundwater resources. If a participating county withdraws from the joint representation, such withdrawal does not necessarily mean that the county would not be included in the groundwater conservation District. The remaining participating counties and the legislature will ultimately decide which counties are included in the District.

Initial District Funding and Operations: In the event the effort to create the proposed groundwater conservation district is successful, the participating counties acknowledge that the District will require initial funding to support its organization and early operations prior to the receipt of revenues from groundwater production fees. Such startup activities may include, without limitation, development and adoption of a management plan and approval by the TWDB, development and adoption of initial rules, retention of legal and hydrogeologic consultants, establishment of office facilities, hiring of initial personnel, and other administrative costs. At that time (if the creation of the District becomes law), the participating counties by mutual agreement and/or the District's initial board of directors may choose to continue the Firm's engagement to assist with the District's organizational and startup activities, and/or determine another appropriate mechanism for funding the District's startup costs, which may include contributions in the form of grants or loans from the participating counties, which could be repaid from future District

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revenues over a period of time to be agreed upon between the participating counties and the District. This item is raised only to bring your attention to the possible need to address it if the District is created.

SLEDGELAW GROUP PLLC
Additional Terms of Engagement

This attachment contains additional terms of engagement that are an integral part of the agreement between you and the SledgeLaw Group PLLC (the "Firm"). Please review these additional terms and contact us promptly if you have any questions. You should keep this attachment in your file with the engagement letter.

The Scope of Our Work

We provide only legal services, including for some clients legal services related to legislative matters. We do not provide business, investment, insurance, underwriting, translation, accounting, financial, or technical services or advice, and you may not rely on us for such advice. Similarly, we do not make business decisions for you, and we do not investigate the character or credit of persons with whom you may be dealing.

Unless specifically included under "Scope of Engagement" in the attached engagement letter, this engagement does not include advice about (i) your disclosure obligations concerning the matter under any applicable law or regulation, including the federal securities laws or (ii) the tax consequences concerning the matter. We also are not responsible for review of your insurance policies to determine the possibility of coverage for any claim asserted in this matter or for notification of your insurance carriers about the matter. We encourage you to address those matters with other advisers or professionals.

You agree that we have no attorney-client relationship with and owe no duties to persons or entities not expressly identified by name as clients in the engagement letter, even if you might owe them fiduciary or other duties. This agreement has no third-party beneficiaries, including trust or estate beneficiaries, trustees, partners, limited partners, members, corporate shareholders and owners, successors, principals, agents, officers, directors, employees, representatives, your clients, and/or your insurers, insureds, indemnitors, or indemnitees.

You also agree that we will not provide any contractual indemnity to you, any corporate constituent, related entity, co-counsel, outside contractor, service provider, consultant, expert, or any other person or entity in connection with this matter.

You are engaging us to provide legal services in connection with the specific matter described in the "Scope of Engagement" section of this engagement letter agreement. After the end of the matter, circumstances might change, and changes might occur in the applicable laws or regulations that could affect your future rights and obligations. Unless you engage us after completion of the matter to provide additional legal services on issues arising from the matter, we have no obligation to advise you about future legal developments or your future rights and obligations.

Cooperation and No Guarantees

To help us provide legal services, you agree to cooperate fully with us, tell us the facts accurately and completely, give us all relevant documents and information, respond promptly to

our requests, and inform us of all information and developments relating to this matter. We necessarily rely on the accuracy and completeness of the information that you provide us, and we may rely on that information without independently verifying it. You also agree to make yourself or your representatives available to attend or participate in conference calls, meetings, conferences, discovery proceedings, hearings, and any other proceedings related to this matter.

We will try to achieve a result in this matter that is satisfactory to you. But we make no promises or guarantees concerning the outcome of our legal representation, whether it involves legal services regarding administrative, business, legislative, or regulatory issues, a transaction, an adversarial proceeding such as litigation, or otherwise. For example, we cannot assure you that negotiations will be successful, a proposed transaction will be completed, or regulatory action will succeed or fail, a regulation, rule, plan, policy, or legislative measure that we prepare for you will be upheld as lawful in court, or the conclusion of this matter will result in an outcome that is favorable to you. Outcomes in litigation are especially hard to predict because of many factors that are beyond the control of clients or counsel. Any statements we make concerning possible outcomes of this matter, the legal significance of possible outcomes, or any other legal matters reflect our professional judgment at that time, but they are not guarantees. Those statements necessarily are limited by our knowledge of the facts and are based on the state of the law at the time they are made.

Billing Arrangements and Terms

Our billing rates are based on the assumption of prompt payment and, unless we agree otherwise in writing, our invoices are payable within thirty (30) days of receipt to the account specified in the invoices. If you are required by law to deduct or withhold any taxes from payments due the Firm, or if the Firm or its lawyers are required to pay any taxes directly to any taxing authority, you agree to pay us the additional amounts necessary to compensate the Firm for the withholding or additional cost so that, after the withholding or payment of the taxes, the Firm receives the full amount due under its invoices.

By engaging us, you acknowledge that you are responsible for payment of our fees, expenses, and other charges, and you agree that, if you do not pay them, we may withdraw from representing you provided that we comply with the applicable rules of professional conduct. In appropriate matters, as an accommodation to you, we may agree to send our invoices to third-party payors (e.g., an insurer, indemnitor, or borrower). But you agree that you will remain fully responsible for timely payment of our invoices if for any reason the third-party payor does not timely pay them. Likewise, even when a third party pays our fees, we owe our professional obligations to you, and not to that third party.

Individual Investments by Firm Attorneys

Many of our attorneys, directly or beneficially, own interests in corporations and other entities or in real property. Our computerized system used for checking conflicts of interest does not contain data about personal investments made individually by our attorneys, through a Firm-sponsored or administered plan, or otherwise. If you are concerned about investments in a

particular entity, please ask us to canvass our attorneys about any individual investments in that entity.

Law Firm Privilege and Possible Conflict of Interest

Although unlikely, an occasion might arise while representing you when it is appropriate for us to consult with our own legal counsel. We will do this at our own expense, unless it is to provide a service to you on this matter and you agree to the consultation. To the extent that we are addressing our duties, obligations, or responsibilities to you, it is possible that a conflict of interest might exist between you and the Firm regarding our discussions with counsel. Such a conflict is more likely if a dispute were to arise between us regarding this matter. If there is such a conflict, and if we have not obtained your consent, we might have to choose between continuing to represent you in this matter and consulting with our own counsel. Thus, as a condition of this engagement, you agree that we may consult with our own counsel, and you waive any claim of conflict of interest that might arise out of those consultations. You agree that our communications with our own counsel are protected from disclosure to you and others by the Firm's attorney-client privilege and that you will not seek to discover or inquire into those communications.

Confidentiality

Just as we will protect confidential information that you provide us, you acknowledge that we will not share with you information that we obtain in confidence from others, even if such information might help you in this matter, and you waive any objection or conflict of interest that might result.

You agree that we may disclose the existence of our attorney-client relationship with you and, subject to our confidentiality and professional responsibility obligations, certain other limited information about our representation of you in order to obtain consent or a conflicts waiver from another client. If this matter involves transactions, litigation, administrative proceedings, legislative matters, regulatory matters, or other matters where the firm appears as counsel of record for you in publicly available records, or matters involving the Texas Open Meetings Act, Texas Public Information Act, Freedom of Information Act, or other laws related to federal, state, or local open government laws, you agree that we may inform third parties of the fact that we represent you in this matter.

In Firm brochures and other materials or information about our practice, including legal directories, you agree that we may identify you as a Firm client, indicate the general nature of our representation of you, and provide examples of engagements handled on your behalf. We may also identify you as a Firm client in filings with federal, state, or local governmental entities, including without limitation the Texas Commission on Environmental Quality, the Texas Water Development Board, and the Texas Ethics Commission, and provide any other information related to our representation of you that may be required to be disclosed to or included in filings with federal, state, or local governmental entities. If you do not wish to have your name mentioned in any of those materials, please inform us in writing. Your refusal to allow us to provide required information to federal, state, or local governmental entities about our representation of you constitutes grounds for us to terminate this agreement with you at our sole discretion.

Translations

Some of our attorneys speak or read multiple languages, and sometimes our work involves the review or drafting of documents in a language other than English. At times we might translate all or parts of those documents or draft documents in one language, anticipating that they will be translated into another language. Our attorneys, however, are not professional translators, and thus they are not in a position to consider particular meanings, nuances, or legal significance that some foreign words might have under the laws of foreign jurisdictions. Unless we expressly agree otherwise, any translations that we perform are for our or your convenience, and they are not a substitute for use of a professional translation service. Also, the use of such a translation service, whether suggested or selected by you or the Firm, does not mean that the Firm vouches for the accuracy or completeness of the translation, and our advice concerning issues addressed in translated documents assumes the accuracy of the translation.

Electronic Communications

During this engagement, we likely will exchange electronic documents, emails, or other electronic or digital communication messages with you and others. Such communications are occasionally attacked by computer viruses or other destructive electronic programs. Our software may occasionally reject a communication that you send to us, or your system might reject something that we send you. There is also the possibility that communications could be intercepted by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. We believe these relatively infrequent occurrences are part of the ordinary course of business. Many—but not all—of the emails that we send to major commercial email servers that provide service to the U.S. and many other parts of the industrialized world are automatically encrypted. If you would prefer that we not use electronic communications or that we follow special instructions for encrypting email or other communications, promptly inform us in writing of your preferences or requirements so that we can determine if we can accommodate your requests. As with any correspondence regarding legal representation, we urge you to use caution in communications and dissemination of them to protect confidentiality and privilege, especially including any communications that include persons who are not representing you as legal counsel.

Document Retention and Destruction

We will keep the documents and materials that you give us in the files that we will create for this matter. While representing you, we likely will receive or create electronic or physical documents and materials such as correspondence, research memoranda, pleadings, exhibits, transcripts, physical evidence, various agreements, transaction documents, and other documents and materials directly and substantively related to the representation (collectively, "Client Materials"). We may maintain some or all of those Client Materials solely in electronic form, and you agree that we may do so. We have no obligation to keep or maintain records of electronic or other written communications of which you or any of your employees or officers are an author or primary or copied recipient, nor of any written communications with governmental officials or staff, although we may do so in our sole discretion.

We also may create and maintain our own materials related to this matter which will belong to and will be retained by us ("Firm Materials"). Firm Materials are prepared for our internal use and include, for example, Firm administrative records, conflicts and new business intake materials and reports, time and billing reports, personnel and staffing materials, credit, expense, and accounting records, administrative and routine internal documents, internal communications between the Firm's attorneys and other personnel, Firm form files (even if referred to in the course of this matter), and other materials and internal communications.

After the conclusion of the matter, upon your request, we will send you the Client Materials at your expense. You must tell us which Client Materials you wish to receive, and you agree to cooperate with us regarding their delivery. We will send those materials after we receive payment of all outstanding fees and other charges, unless our professional obligations require us to do so sooner. We reserve the right to retain a copy of the Client Materials. If you ask us to send you paper copies of documents that we maintain solely in electronic form, scan paper documents into an electronic format, or convert electronic documents from one electronic format into another, you agree to pay the costs of printing those documents, scanning them, or converting them to a different electronic format, including making a prepayment for such expenses upon request from us. Once you have requested which Client Materials you wish to receive as set forth herein and we have complied with the request, we have no further obligation to you to keep any of the Client Materials, although we may at our sole discretion.

If you do not request the Client Materials when this matter ends, we will keep them for a period of time (currently three years for most documents) after the conclusion of the matter. In so doing, we will follow our own records retention policy, not yours. Retaining those or other materials does not constitute the performance of legal services for you and does not create or revive an attorney-client relationship between us.

Ultimately, unless you request the Client Materials, we may destroy the Client Materials, without any additional notice to you, in accordance with our records retention schedule then in effect.

Outside Contractors and Service Providers

Like many law firms and other organizations, from time to time we use or deal with outside contractors, third-party service providers, and others in connection with certain areas of our practice or operations. These persons may include vendors, consultants, advisors, experts, investigators, court reporters, translators, registered agents, local counsel, or other service providers in areas such as litigation support, filing or document services, document management, storage, cloud computing, information technology, hardware and software systems, law firm practice management, accounting and financial matters, electronic billing vendors, and the like. Additionally, we may use temporary or contract attorneys and paralegals in certain situations, and outside subconsultants who may or may not be attorneys or paralegals. In performing their services, those persons may have some access to confidential information, and we will take appropriate steps obligating them to preserve the confidentiality of any such information. You consent to our allowing all such outside contractors, subconsultants, and other service providers access to such information as described. Communications directly with or that include outside

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contractors, subcontractors, consultants, subconsultants, and other service providers may or may not be confidential or attorney-client privileged, whether oral or written and depending on the nature of and facts related to the communication, and you assume and accept the risk that confidentiality or privilege may be lost with respect to such communications by signing this agreement or by approving any subconsultant or other outside service provider.

Unless special arrangements are made, you are responsible for paying the bills from outside contractors and service providers used on this matter. We will either instruct them to bill you directly for their services, or, in our discretion, we may include those sums in our invoices to you and pay outside bills or invoices for certain amounts.

THE TEXAS LAWYER'S CREED
A MANDATE FOR PROFESSIONALISM

Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals

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 than 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.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. 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.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. 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.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. 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.
7. 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.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.

10. 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.

11. 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.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. 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.

5. 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 cancelled.

6. 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.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. 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.

10. 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.

11. 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.

12. 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.

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13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
16. I will refrain from excessive and abusive discovery.
17. 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.
18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
19. 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.

1. 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.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. 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.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system. The Supreme Court of Texas and the Court of Criminal Appeals are committed to

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eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession. The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem. The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence. These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed. We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt **"The Texas Lawyer's Creed - A Mandate for Professionalism"** as attached hereto and made a part hereof. *In Chambers, this 7th day of November, 1989.*