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Crowe LLP
Independent Member Crowe Global

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October 8, 2026

Clerk-Treasurer Jennifer Sandberg
Town of Cedar Lake
7408 Constitution Ave
Cedar Lake, Indiana 46303-9186

Dear Ms Sandberg:

This letter agreement confirms the arrangements for Crowe LLP (“Crowe” or "we" or "us") to provide consulting services, as more fully set forth herein (the “Services”), and the deliverables set forth herein (the “Deliverables”) in connection with municipal advisory services for Town of Cedar Lake (“Client” or "you" or "your") from information provided by Client or information provided to Crowe on Client’s behalf. The attached Crowe Engagement Terms, and any attachments or addenda thereto, are an integral part of this letter agreement and are incorporated herein by reference (collectively, the letter agreement, Crowe Engagement Terms, and any attachments or addenda are defined as the “Agreement”).

SCOPE OF CROWE SERVICES

Crowe will provide Services to Client which are outlined in Attachment A.

Crowe will be providing services as a Municipal Advisor and not as a Registered Dealer.

Because these Services will not constitute an audit, review, or examination in accordance with standards established by the American Institute of Certified Public Accountants, Crowe will not express an opinion as defined by the AICPA assurance standards. Crowe has no obligation to perform any Services beyond those listed in Attachment A. If Crowe performs additional services beyond those listed, other matters might come to Crowe’s attention that would be reported to Client. Crowe makes no representations as to the adequacy of the Services or any Deliverables for Client’s purposes. Crowe will prepare the work product (“Deliverables”) listed in Attachment A.

Crowe's Services, any Deliverables, and any other work product are intended for the benefit and use of Client only. There are no intended third-party beneficiaries to this Agreement. This engagement is not, and will not be, planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe and constitute confidential information.

This engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist, and Crowe will not address legal or regulatory matters or abuses of management discretion, which are matters that should be discussed by Client with Client’s legal counsel. Client is responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement and for timely updating such information. Client agrees Crowe may rely on the information provided to Crowe without investigation

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or other attempts to verify its accuracy or completeness. Client has determined that Crowe's provision of Services shall not violate any statute or regulation.

Client agrees to make all management decisions and perform all management functions. Client will designate an individual who possesses suitable skill, knowledge, and/or experience, to oversee the Services, evaluate the adequacy and results of the Services performed and any Deliverables, accept responsibility for the results of the Services, and establish and maintain internal controls, including monitoring ongoing activities (the "Management Representative"). The Management Representative shall be knowledgeable in all laws, regulations, and industry practices applicable to the Services, any Deliverables, and any other work product. Client will be responsible for determining and approving the risk, scope, and frequency of Services to be performed, and the Management Representative shall coordinate, review, and approve Crowe's performance of Services. Client will be responsible for communicating Crowe's findings within Client's organization, and Client shall be responsible for determining when, whether, and how any recommendations or Deliverables from Crowe are to be implemented.

Client shall also ensure that it has all rights and authority necessary to permit Crowe to access or use any systems or third-party products during the performance of Services. For any third-party software applications, or related hardware, used by Client and to which Crowe must have access for purposes of providing the Services, Client represents that it has obtained any necessary licenses for Crowe to perform the Services.

Although some professionals assigned to the engagement may have a Juris Doctor, an L.L.M., or other law degree, Crowe and its personnel do not practice law and have not been engaged to provide any legal advice. You acknowledge and agree that neither Crowe nor any of our personnel will be asked or engaged to provide any legal advice in providing any services to you.

ACCEPTANCE OF FORMAL DELIVERABLES

Any issues with a Deliverable after a Deliverable is accepted shall be treated as a change in scope of the engagement.

DEFINITION OF ENGAGEMENT COMPLETION

This engagement shall be concluded upon acceptance of the Deliverables or when terminated in writing by one of the parties in accordance with the terms of this Agreement.

DISCLOSURE OF CONFLICT OF INTEREST

Pursuant to MSRB Rule G-42, if any known material conflicts of interest based on the exercise of reasonable diligence by Crowe are determined, Crowe will provide a written statement to the Client to that effect. As of the date of this Agreement, Crowe is not aware of any material conflicts of interest.

QUALIFICATIONS

Crowe is registered with the Municipal Securities Rulemaking Board (MSRB) and the U.S. Securities and Exchange Commission (SEC) as a Municipal Advisor. As a Municipal Advisor, Crowe is required to file a Form MA pertaining to Crowe and Form MA-I for each employee engaged in Municipal Advisory activities. These forms include information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Such information can be viewed on the U.S Securities and Exchange Commission EDGAR Company Filings. Crowe LLP CIK#: 0001620621 filings can be viewed at:

http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001620621&owner=exclude&count=40
Crowe's latest MA-A was accepted on May 14, 2026.

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

The MSRB is the principal regulator in the municipal securities market and develops rules for financial professionals designed to ensure a fair and efficient market by preventing fraud and other unfair practices, establishing professional qualifications, supporting market transparency, and applying uniform practices to the industry. The MSRB offers a brochure that describes the protections available under MSRB rules and how to file a complaint with an appropriate regulatory authority. This brochure is located on the MSRB website at www.msrb.org.

FEES

The fees and expenses for this engagement are outlined in Attachment A.

Our fees, exclusive of out-of-pocket expenses and certain technology charges, are outlined below. Additionally, we may invoice you for actual out-of-pocket expenses (e.g. expedited delivery services, travel, business services, etc.).

Click or tap here to enter text.
Our invoices are due and payable upon receipt. Invoices that are not paid within thirty (30) days of receipt are subject to a monthly interest charge of one percent (1%) per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid thirty (30) days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fee payment arrangements are designed for clarity and efficiency and will frequently not correspond to the amount of time and cost we incur on your behalf during a particular calendar period for a variety of reasons. While we may bill you for services on an equal monthly payment, our professional fees and expenses incurred will often exceed the monthly billing amount early in the contract period because of engagement planning. You agree that in the event, regardless of the cause, the arrangement under this letter is terminated, you will pay us any professional fees and expenses incurred in excess of billings received, in addition to any termination payment this letter might require. Similarly, in the event of early termination, if your payments have exceeded our fees and expenses, we will return the excess payments to you.

The above fees are based on the services plan that details the scope and frequency of the work to be performed. Fees and expenses for any additional projects or services will be agreed to and billed separately.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, Crowe will so advise Client. Further, these fees do not consider any time that might be necessary to assist Client in the implementation or adoption of any recommendation made by Crowe.

Our fee estimates assume that personnel of the Client will assist us in gathering the information necessary to perform the engagement, including obtaining supporting documents, pulling customer files, following up on exceptions, and in other similar ways. We also assume that no irregularities will be discovered, no unusual procedures will be required, internal control is reasonably adequate, and there will be no substantial changes in the operations of the Client. If unforeseen circumstances indicate that the fees will change, the situation will be discussed with management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

TERMINATION

From time to time, businesses decide that an Agreement does not continue to meet their needs. Accordingly, we mutually agree that either party can terminate this engagement upon delivery of written notice ninety (90) days prior to the date of the desired termination. We also mutually agree that specific scope elements may be terminated upon delivery of written notice ninety (90) days prior to the date of the desired termination.

This Agreement will terminate with the completion of the Scope-of-Services.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, “Client” will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe work product.

Crowe will provide the Services to Client under this Agreement as an independent contractor and not as Client’s partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This Agreement reflects the entire agreement between the parties relating to the services (or any reports, Deliverables or other work product) covered by this Agreement. The engagement letter and any attachments or addenda hereto (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this Agreement, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any claim, action or dispute arising out of or related in any way to this Agreement, the Services provided by Crowe or the parties’ relationship generally, whether in contract, tort or otherwise, will be governed and construed in accordance with the laws of the State of Indiana applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction’s laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement are acceptable to you, please sign below and return one copy of this Agreement at your earliest convenience. Please contact us with any questions or concerns

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

(Signature Page Follows)

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions of this Agreement as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Town of Cedar Lake	Crowe LLP
Signed by: Jennifer Sandberg 2563FF5FBB09447...	Signed by: Angela Steeno 87E5A4970816457...
Signature	Signature
Jennifer Sandberg	Angela Steeno
Printed Name	Printed Name
Clerk-Treasurer	Partner
Title	Title
October 21, 2026	October 16, 2026
Date	Date

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to timely provide Crowe with information requested and to make available to Crowe any personnel, systems, premises, records, data, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed by the parties. Client agrees Crowe will have no responsibility for any delays in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is or becomes aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA") and, to the extent applicable, the Public Company Accounting Oversight Board ("PCAOB"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement or this Agreement in whole or in part.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing by the parties, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client's use of any Crowe Work Product (as defined below) will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes publicly available other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED THIRD-PARTY PLATFORM ACCESS - If Client requires Crowe to access, use, or submit information through any third-party platform, portal, or cloud-based system, including without limitation billing and accounts payable portals, procurement platforms, third-party risk management platforms, request-for-proposal portals, cloud storage services (such as iCloud, Dropbox, Google Docs, or Google Drive), or any other client-designated technology platform (collectively, "Third-Party Platforms"), the provisions of this Section shall apply. Client shall be responsible for ensuring that the agreement between Client and the Third-Party Platform provider provide protections (no less protective than those required under this Agreement) for information submitted by or on behalf of Crowe, including Crowe confidential information and any Personal Data of individuals ("Crowe Content"), including: (i) confidentiality obligations with respect to Crowe Content; (ii) reasonable information security safeguards and controls; (iii) restrictions on unauthorized disclosure or secondary use of Crowe Content; (iv) restriction on the use of Crowe Content

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

for artificial intelligence or machine learning training, model development, fine-tuning, data analytics, benchmarking or product improvement; (v) restrictions on the grant of unlimited, irrevocable, or sublicensable rights in Crowe Content; (vi) compliance with applicable laws, including privacy and data protection laws, and (vii) data retention limitations requiring deletion of submitted information following the cessation of the purpose for which it was submitted. Client represents and warrants that it has the legal authority to require Crowe to use the applicable Third-Party Platform and to provide Crowe with access to any information thereon. Where the agreement of a required Third-Party Platform does not comply with the requirements of this Section, and Client is unable to obtain a written carveout or exception from the platform provider, Crowe reserves the right to submit required information through an alternative secure method agreed upon by the parties in writing or withhold submission of sensitive or confidential information pending resolution. Access to such Third-Party Platform shall be provided at Client's expense. To the extent any Third-Party Platform deducts amounts from payments remitted to Crowe, Client shall promptly reimburse Crowe for any such deductions.

DATA PROTECTION – Client may transfer information that can be linked to specific individuals who are Client's personnel or customers ("Personal Data") if such information is necessary to provide the Services. Crowe will process Personal Data as authorized by Client and permitted by applicable law. Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, and (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law. To the extent Crowe processes Personal Data, Crowe will process such information in accordance with the Data Processing Addendum located at https://www.crowe.com/dpa.

EMAIL ENCRYPTION – Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

INTELLECTUAL PROPERTY – Any Deliverables, works, inventions, working papers, output and all other work product conceived, made or created by or on behalf of Crowe through or in connection with the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a non-exclusive license to use for its business purposes any Deliverables, including any other Work Product incorporated in such Deliverables. Crowe retains exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, enhanced or derived data, and elements thereof, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements and derivatives to any of the above ("Materials"). Crowe provides the same or similar services to other clients; therefore, Client agrees that nothing in this Agreement shall preclude Crowe from developing for itself, having developed, or developing for others, anything that is similar or competitive with the Work Product. The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client warrants that (i) Client has the authority to grant Crowe the right to use the data as set forth in this Agreement, (ii) such data was obtained or collected by Client in accordance with all applicable law, and (iii) the data does not infringe on any intellectual or privacy right of a third party. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement, (b) as otherwise agreed upon in writing, (c) to further improve or develop our products and services, including through machine learning or other similar methods, or (d) as necessary to comply with applicable law or professional standards. Client grants a limited, perpetual, non-exclusive, irrevocable right to use the data provided by Client to the extent such data becomes a part of or incorporated into any Work Product or Materials.

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

DATA AGGREGATION – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will deidentify or anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fines, fees or defense costs, associated with such third party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination or expiration of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or this Agreement, after the date of this Agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT, THIS AGREEMENT, OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal

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Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree upon in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party from seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

CONSENT TO JURISDICTION AND FORUM SELECTION – Subject to the section on Arbitration, the parties agree that all actions or proceedings arising from or relating to this Agreement shall be tried and litigated exclusively in the state or federal courts located in Cook County, Illinois, and each party hereby consents to personal jurisdiction in such courts. This choice of venue is intended to be mandatory and is not permissive. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar argument and any objection to venue. Each party stipulates that the state and federal courts in Chicago, Illinois, shall have personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent, unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color,

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

SECURITY TESTING RISK – Client acknowledges and agrees that any security testing-related Services carry inherent risks, including without limitation risks – and associated damages – relating to system crashes, breach of information security, breach of confidentiality, or other risks relating to such Services ("Security Testing Risks"). Client will be solely responsible for maintaining up to date and working backup copies of all its original software and data. Client unconditionally (a) agrees to hold Crowe harmless from any and all causes of action, claims, losses, liabilities and damages relating to or arising from such Security Testing Risks, and (b) waives any claims, in tort, contract or otherwise, and any other rights against Crowe relating to or arising from such Security Testing Risks.

CROWE GLOBAL NETWORK – Crowe Advisory LLC and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe Advisory LLC and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe Advisory LLC and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe Advisory LLC or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe Advisory LLC and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Advisory LLC and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe Advisory LLC, its subsidiaries, and Crowe Global.

ALTERNATIVE PRACTICE STRUCTURE - Crowe Advisory LLC operates in an alternative practice structure with Crowe LLP. Crowe LLP is a licensed CPA firm and provides audit, attest and regulated municipal advisory services to its clients. Crowe Advisory LLC is not a licensed CPA firm and does not provide audit, attest or regulated municipal advisory services. You understand that you have retained Crowe LLP for purposes of this engagement. Services provided to you by Crowe Advisory LLC, if any, are governed by separate engagement letter(s). To the extent you have separately engaged Crowe Advisory LLC to provide services, you hereby consent and authorize us to share with Crowe Advisory LLC any information that we may obtain, or have obtained, from you or on your behalf in the course of our current or prior engagement(s). You acknowledge and agree that your sole and exclusive remedy with respect to any claims arising from or relating in any way to this engagement agreement, shall be against Crowe Advisory LLP and no other entity or person, including without limitation Crowe Advisory LLC or Crowe LLP's or Crowe Advisory LLC's partners or employees.

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

ATTACHMENT A

We will provide consulting services ("Services") and provide certain deliverables to the Town of Cedar Lake for the issuance of proposed Road Bonds ("Bonds") of the Town of Cedar Lake.

Our Scope of Services as Municipal Advisor may include the following:

Development of Financial Plan and Bond Structure

- Coordinate construction, legal, and financing schedules with the working group. The working group will be determined by the Client.
- Prepare financing scenarios including the summarization of the estimated sources and uses of funds and the estimated final amortization schedules.
- Analyze financing scenarios prepared by the underwriter or placement agent.
- Provide analysis relative to maturity schedules, call premiums, maximum coupon rates, and arbitrage restrictions.
- Provide maximum bond parameters to bond counsel required for various authorizing documents.
- Advise on the method of sale (competitive or negotiated)
- Advise on the type of negotiated sale (placement or underwritten)
    - If a negotiated sale is selected, prepare and analyze the responses to a Request for Proposals (RFP) for underwriting services and/or placement agent services if the underwriter/placement agent has not yet been selected by the Client.
- Calculate the debt service reserve requirement for the Bonds or amount of debt service reserve allocable to the Bonds if a combined reserve.
- Provide analysis of the credit structure for the proposed Bonds including:
    - Credit enhancement by banks, institutions, and insurance companies.
    - Ratings.
    - Debt service reserve requirements, and/or
    - Other sources of security
- If Client has not yet selected a vendor, prepare a request for proposals or make inquiries for trustee and/or registrar and paying agent services and analyze the responses.
- Prepare and manage financial data presentations and applications relative to ratings and insurance as determined by the financing plan.
- Analyze and advise on quotes relative to credit enhancements.
- Analyze and advise on rating indications.
- Prepare or assist with the preparation of a term sheet to be distributed by the Client or placement agent or prepare or assist with the preparation of the nearly final and/or final official statements including the preparation of certain statistical information.
- Assist in the evaluation in conjunction with other members of the working group, all documents necessary for the Bonds including but not limited to ordinances, resolutions, loan agreements, indentures, and purchase agreements as applicable.
- If Disclosure Counsel is not engaged by the Client, inquire of the Client of the status of their compliance with the annual filings required for SEC Rule 15c2-12 as described within the continuing disclosure undertaking agreements for any outstanding Bonds of the Client.

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

Financial Feasibility and Analysis

- Calculate the estimated current General Bond Obligation debt limits and impact on property tax revenues
- Prepare a Consultant's Report for inclusion in the offering documents, if required.

Meetings and Bond Authorization

- Prepare for and attend up to three (3) public meetings related to the authorization of the Bonds.
- Participate in working group calls and meetings.

Bond Sale

- Make submission for CUSIP's on the Bonds if they are to be sold on a competitive basis in the open market.
- Arrange for sale of Bonds by competitive bid, collection of bid forms, and evaluation of lowest net interest cost to the Client if the Bonds are sold on a competitive basis.
- Analyze comparable bond sale results for pricing indications.
- Analyze bonds previously issued by the client with like credit and characteristics.
- Review and advise on pricing if a negotiated sale.
- Participate in pre-pricing and pricing calls if the Bonds are sold on a negotiated basis.

Closing

- Assist with the preparation of closing documents required of the municipal advisor such as the certificate of the municipal advisor.
- Prepare or assist with the preparation of the closing memo which may include the gathering and tracking of costs of issuance and the summarization of the steps required for the transfer of funds on the day of closing.
- Prepare a summary of Bonds including the amortization schedule, estimated sources and uses of funds, and monthly transfer to the bond interest account and debt service reserve account.
- Assist with entering the results of the Bonds into the Department of Local Government Finance (DLGF) Debt Management portal.
- Assist with any MSRB material event notice that may be required as a result of the Bond issuance.

Post Sale Monitoring

- Document secondary bond trading one week post-closing.
- Provide notice to the Client of the secondary market activity, if material.

Out of Scope

- Annual preparation of materials required for SEC Rule 15c2-12 as described within the continuing disclosure undertaking agreements for any outstanding bonds of the Client.
- Continuation of rating maintenance and rating surveillance.
- Preparation of Agreed Upon Procedures or Examination Reports.
- Arbitrage Calculations.

Crowe will be providing services as a Municipal Advisor and not as a Registered Dealer or a Placement Agent.

The fee for this project will be $45,000 plus out-of-pocket expenses. Services requested which are outside the Scope of Services listed herein will be described and quoted separately.

Docusign Envelope ID: 667C7358-A9E4-8BEA-83BE-1FB7C5F2DE09

Out-of-pocket expenses paid by Crowe are billed to the Client at cost. These expenses generally include, but are not limited to, communication, printing, binding, electronic marketing, electronic bidding expense , evaluation software and travel expenses incurred on behalf of the Client.

Should the project terminate prior to the issuance of the Bonds, we will invoice the Client for the time and out-of-pocket expenses through the date of project termination. Otherwise, our fees can be paid from bond proceeds at closing.