

February 12, 2020

Pulaski County
c/o Kevin C. Tankersley, Esquire
1600 South US Highway 35
Winamac, IN 46996

Re: Financing of County Courthouse and Judicial Center Addition

Dear Mr. Tankersley:

The purpose of this letter is to set the terms and conditions under which our Firm will serve as bond counsel in connection with the proposed financing of the county courthouse renovation and judicial center addition and equipping of such facilities all of which will be operated by Pulaski County, Indiana (the "County") (collectively, the "Project"), through the issuance of one or more series of bonds (the "Bonds") by the County (the issuance of all of the Bonds, hereinafter, collectively, the "Transaction").

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel in the Transaction, we advocate the interests of the County, and not any other party to the Transaction. We also understand that during this transaction, the County will also be represented by Kevin C. Tankersley, Esquire, as local counsel. We assume that the other parties to the Transaction, will retain such counsel as they deem necessary and appropriate to represent their interests in this Transaction.

As bond counsel, we will provide the following services as and when requested by the County:

1. We will assist the County's financial advisor, local counsel and construction professionals in structuring the financing and Project, prepare a detailed timetable establishing the duties and obligations of each party to the Transaction and assist the County in understanding all of the financial options for the Project, as well as strategies to be implemented to receive voter approval of the Project.
2. We will prepare the documentation for the financing, including an internal working group agenda, all legal notices, lease agreement, trust indenture/mortgage, all other resolutions, and related affidavits and certificates.
3. We will review all of the incorporation and governance documents for the Building Corporation, as applicable.
4. We will assist in preparing for and attending required local hearings, the lease public hearing and the additional appropriation public hearing.
5. We will attend any meetings, as requested by the County.

6. We will assist your financial advisor in preparing the official statement that will be used to market the Bonds, specifically, the portions that describe the Bonds and other legal documents, federal tax matters, and our legal opinion.
7. We will review all of the necessary documents in the land appraisal process and, to the extent requested by your local counsel, work with the appraisers to complete this process.
8. We will assist the County in its continuing disclosure undertaking under federal securities law to allow the underwriter or underwriters to purchase the Bonds.
9. We will prepare or assist in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the financing.
10. We will coordinate the scheduling and supervise the closing of the financing, including preparation of required closing documents and coordination of the title insurance policy.

Subject to the completion of proceedings to our satisfaction with respect to each series of Bonds, we will render our opinion to the effect that: (i) the Bonds are the valid and binding obligation of the County, enforceable against such entity in accordance with their terms, and (ii) the interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from taxation in the State of Indiana (all subject to certain limitations which will be expressed in the opinion).

Each opinion will be executed and delivered by us in written form on the date each series of the Bonds are exchanged for their purchase price (each such date, the "Closing") and will be based on facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us, without undertaking to verify the same by independent investigation. We will not review the financial condition of such entity, the feasibility of the project to be financed with the proceeds of each series of the Bonds or the adequacy of the security provided to owners of each series of the Bonds and we will express no opinion relating thereto.

Upon delivery of the opinion in the final series of the Bonds our responsibilities as bond counsel will be concluded with respect to this Transaction. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the County or any other party concerning any actions necessary to assure that interest on the Bonds will continue to be excludable from gross income for federal income tax purposes.

As bond counsel, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to each series of the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document will be used in connection with the sale of each series of the Bonds, our responsibility will include the preparation or review of any description therein of: (i) the terms of the Bonds, and the legal documents in connection therewith, (ii) the excludability of interest on each series of the Bonds from gross income for federal income tax purposes and the exemption of interest on each series of the Bonds from taxation in the State of Indiana, and (iii) our opinion.

Although I will be the lawyer responsible for this matter, I may assign portions of the work to be done to other Firm lawyers. One of those lawyers is expected to Rick Hall. In an effort to effect greater efficiencies and to reduce total fees, I may also ask one or more of our paralegals to assist in this matter as well in the areas of (1) filing certain documents, such as the articles of incorporation of the Building Corporation, if necessary, and the UCC filing statements, with certain state and local agencies and (2) compiling the executed documents for the transcript. In no event will our paralegals draft any of the bond documents or attend any meetings in lieu of another attorney or me. Our hourly billing rates for paralegals are generally less than those of our lawyers; these rates are also adjusted annually.

Fees

Our fees for the Transaction will be a fixed fee. The fixed fees will be based primarily on the hours we anticipate at this time being worked by each lawyer and legal assistant involved in this matter. This fee has been computed using hourly billing rates for the lawyer or legal assistant and the type of work involved at the time we anticipate the work to be billed to you next year. Generally speaking, our billing rates vary in accordance with the experience and seniority of the lawyers and legal assistants performing the services. Our billing rates are adjusted annually, typically in December. In addition, our fee is usually paid at the issuance of the Bonds (the "Closing") out of the proceeds of the Bonds, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Based upon: (i) the current understanding of the terms, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, (iv) the responsibilities we assume, and (v) an assumption that the Bonds are issued as one or two series of bonds, our maximum fixed fee for bond counsel will be \$79,000. We will provide the County the final fixed fee once the final structure is determined.

Finally, in addition to our fees, we will be entitled to payment of other charges, such as photocopy charges, express mail service and travel outside of Marion County and the surrounding counties.

Waiver of Certain Potential Conflicts of Interest

Before our firm agrees to represent you, we believe that it is appropriate to spell out the expectations or standards that will govern conflicts of interest that arise in the course of our relationship. As you are aware we have over 400 lawyers representing thousands of clients in various states, so it is foreseeable that our representation of our other clients may be or become directly adverse to your interests from time to time. For example, such conflicts may arise in (a) municipal finance transactions in which you propose to issue obligations, (b) local units of government and elected officials in various government issues, or (c) contracts for goods, services or public works, because, as you know, we regularly represent clients in these matters.

You should know that Rule 1.7 of the Rules of Professional Conduct governing lawyers generally prohibits a lawyer from representing one client in a matter directly adverse to another client unless the affected client provides informed consent confirmed in writing. Similarly, if one lawyer in a firm has a conflict under this rule, other lawyers in the same firm are likewise limited by Rule 1.10 from accepting the conflicting engagement in the absence of informed consent. In light of these rules, we request that you consent and acknowledge that our representation of you in this and other matters on which you engage us

from time to time will not disqualify the firm from representing other clients in unrelated matters adverse to you. Specifically, we understand that you agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests. For example, such representations may include:

- advising our other clients regarding the existence, scope or validity of your rights in real, personal or intellectual property;
- advising our other clients regarding the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- advising our other clients in connection with contractual or transactional negotiations and preparing contracts or other legal documents to which you will be a party or that may affect your rights or obligations, including, but not limited to, obligations or securities issued by the County;
- advising our other clients regarding the existence or potential existence of legal claims that our other clients may have against you or that you may have against our other clients, and defenses to such claims;
- advising and representing our other clients in the resolution of disputes with you that may arise in the future, including the defense of claims you may assert against our other clients, or the prosecution of claims our other clients may assert against you, including mediated proceedings, arbitrations or proceedings in any court.

You should bear in mind that this consent would also allow us to take on unrelated representations for other parties, including government entities, whom we are opposing, or to whom we are adverse, in matters, transactions or disputes that we are handling on your behalf. We do confirm, however, that the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment. Accordingly, we may from time to time, in order to avoid any risk of misuse of your confidential information, implement procedures to screen lawyers handling matters for other clients that are directly adverse to your interests from confidential information you have shared with us.

Of course, loyalty and independent judgment are essential elements of the lawyer-client relationship. You should consider whether this arrangement might impair the vigor with which the firm represents you; whether our representation of clients adversely to you is likely to place the firm in a position to use your confidences or secrets against you; and whether the knowledge that we may represent other parties in matters directly adverse to you might affect your ability to communicate candidly with our lawyers who are representing you in your matters. We do not believe that our Firm's role in unrelated representations adverse to you will have any material adverse affect on our representation of you in matters on which you engage us. Indeed, were we to conclude that undertaking an unrelated adverse representation would materially impair our representation of you in ongoing matters, we would not undertake the representation. These are, however, necessarily issues that you should evaluate for yourself and you may wish to consider these matters with independent counsel.

Consent to Existing Conflicts of Interest

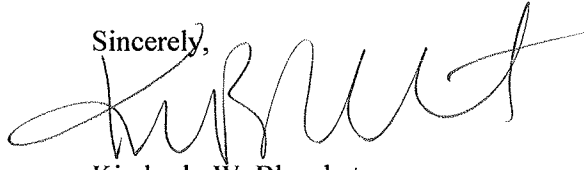
Our representation of clients is governed by the Indiana Rules of Professional Conduct (“RPC”). Under Rule 1.7 of the RPC, we are precluded from representing a client if the representation of that client involves a concurrent conflict of interest; that is, where representation of one client will be directly adverse to another client, or where there is a significant risk that representation of one or more clients will be materially limited by our responsibilities to another client, a former client or third person, or by our personal interest. Despite that standard preclusion, we may nonetheless represent a client where there is a concurrent conflict of interest if (1) we reasonably believe we will be able to provide competent and diligent representation to each affected client, (2) the representation is not prohibited by law, (3) the representation does not involve the assertion of a claim by one client against another client represented by us in the same litigation or other proceeding before a tribunal, and (4) each client gives written, informed consents.

Conclusion

If you (i) agree to our service as bond counsel in the Matter upon the terms set forth herein and (ii) agree and consent that we may represent other clients in matters that are not substantially related to the matters on which we are advising you, even where our representation of such clients may be or become directly adverse to your interests, please indicate agreement, consent and acceptance on behalf of the County by executing the enclosed copy of this letter in the space provided below and return the executed copy to me. If this letter does not correctly reflect your understanding of the terms and conditions of our representation, please inform me, in writing, immediately.

You may terminate our engagement as bond counsel at any time simply by notifying us. We may terminate our engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel, if necessary.

Sincerely,



Kimberly W. Blanchet

KWB
Enclosure

AGREED TO AND ACCEPTED:

PULASKI COUNTY, INDIANA

By: _____

Title: : _____

Date: