

BARNES & THORNBURG LLP

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August 3, 2023

City of Greenfield, Indiana
c/o Chuck Fewell, Mayor
10 South State Street
Greenfield, IN 46140

Re: City of Greenfield, Indiana, Waterworks Revenue Bonds, Series 2023

Dear Mayor Fewell:

The purpose of this letter is to set forth the terms and conditions under which our Firm will serve as bond counsel to the City of Greenfield, Indiana (“you” or the “City”) in connection with the proposed issuance of waterworks revenue bonds (the “Bonds”), which are currently anticipated to be issued through the State Revolving Loan Fund, for the purpose of providing funding for waterworks improvements in the City (the issuance of the Bonds, hereinafter, the “Transaction”). It is our understanding that O.W. Krohn and Associates LLC (the “Municipal Advisor”) will be serving as the municipal advisor for the City in the Transaction.

Enclosed are our Standard Terms of Engagement for Legal Services, setting forth the standard terms upon which our Firm accepts client engagements. Our engagement by you in this matter will be governed by these standard terms to the extent not expressly modified by this letter.

Identity of Client

It is important from the outset of our relationship that we have a clear understanding as to the identity of our client. Our only client in this matter is the City of Greenfield, and not any of its officials, officers, employees or other affiliates. You have agreed that our representation of the City in this matter will not give rise to any attorney-client relationship between our Firm and any official, officer, employee or other affiliate of the City. You have also agreed that, during the course of our representation of the City in this matter, our Firm will not be given any confidential information regarding any official, officer, employee or other affiliate of City. Accordingly, our Firm’s representation of the City in this matter will not give rise to any conflict of interest in the event other clients of our Firm are adverse to any official, officer, employee or other affiliate of the City.

Services

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 City, and not any other party to the transaction. It is our understanding that the City will also be represented by Gregg Morelock, Esq., as its general 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 City:

1. Meet with and assist the City, the Municipal Advisor and the City's general counsel in structuring the Transaction, and provide the City with details of using certain structures and the legal requirements associated therewith.
2. Prepare the basic documentation for the Transaction, including bond ordinances, resolutions and bond certificates, together with affidavits, notices, resolutions and certifications related thereto.
3. Assist the City in preparing for required hearings at the local level.
4. Prepare or assist in preparing for and participate in any meetings with any rating agency, municipal bond insurer or other credit provider concerning the Transaction.
5. Attend any meetings as requested by the City.
6. Coordinate the scheduling and supervise the closing of the Bonds, including preparation of required closing documents.
7. If a disclosure document will be used in connection with the sale 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 pursuant to which the Bonds are issued, (ii) the excludability of interest on the Bonds from gross income for federal income tax purposes, and the exemption of interest on the Bonds from taxation in the State of Indiana, and (iii) our opinion.

Subject to the completion of proceedings to our satisfaction with respect to the Bonds, we will render our opinion to the effect that: (i) the Bonds are the valid and binding obligations of the issuer of the Bonds, enforceable against such issuer 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).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (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.

Upon delivery of the opinion for the Bonds, our responsibilities as bond counsel will be concluded with respect to the Transaction. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the City 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 provide the following services in connection with the Transaction:

1. We will not review the financial condition of the City, the feasibility of the projects to be financed or refinanced with the proceeds of the Bonds or the adequacy of the security provided to owners of the Bonds, and we will express no opinion relating thereto.
2. Except as specifically set forth above, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document.
3. We will not provide any other services not specifically set forth above.

Although I will be the lawyer responsible for this matter, I may assign portions of the work to be done to other Firm lawyers or paralegals.

Municipal Advisor Matters

In connection with the Transaction, it is our understanding that the Municipal Advisor is an independent registered municipal advisor, and the Municipal Advisor will be the entity to whom the City will primarily look for providing financial advice on the Transaction. In addition, while the Securities and Exchange Commission has recognized that bond counsel services may involve a financial advice component, we (a) provide only the legal services set forth above, and (b) do not represent ourselves as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products, and (c) are not subject to the fiduciary duty imposed on independent registered municipal advisors by the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Fees

Our fees in this Transaction will be a fixed fee of \$39,500 for services. In the unlikely event that unforeseeable circumstances arise, we would request a revision to the foregoing fee proposal to reflect any unforeseeable circumstances that may arise or any change in the scope of our services.

Our fees and other charges are usually paid at the Closing out of 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.

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 700 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 City;
- 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; and
- 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 effect 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.

E-Verify Participation

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This letter confirms that Barnes & Thornburg LLP has signed an affidavit stating that it does not knowingly employ an unauthorized alien, and we will provide a copy of that affidavit to you upon request.

Conclusion

If you (i) agree to our service as bond counsel in the Transaction upon the terms set forth herein, (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, and (iii) acknowledge that the statements made in the heading "Municipal Advisor Matters" are accurate and true to your knowledge, please indicate your acknowledgement and agreement on behalf of the City by executing the enclosed copy of this letter in the space provided below and return the executed copy to me.

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.

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We ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by our Firm but instead have acted solely in reliance upon the advice of other legal counsel.

We are pleased to have this opportunity to be of service to you.

Sincerely,



Adam G. Steuerwald

cc: Buzz Krohn, O.W. Krohn and Associates LLC
Gregg Morelock, Esq.
Enclosure

ACKNOWLEDGED, AGREED TO AND ACCEPTED:

CITY OF GREENFIELD, INDIANA

By: _____
Chuck Fewell, Mayor

DMS 27054676v1

BARNES & THORNBURG LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- The beneficiaries of a trust administered by a trustee who is our client;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

In some legal matters, clients may have insurance coverage that includes potential liability and legal costs and fees. Except to the extent you expressly request in writing that we advise or assist you concerning insurance coverage relating to your legal matters, you agree to take full responsibility yourself for determining whether coverage exists and to notify your carrier(s). Similarly, we will not analyze potential adverse tax impacts or provide tax advice in any matter unless you specifically ask us to do so in writing. Nor shall we have any obligation to inform or advise you regarding your data security or privacy practices unless you so request in writing.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and

review is an important element of providing quality services, and so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations. We review our hourly rates at least annually and may adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel

- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. We incur outside charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule and effective with new clients on or after January 1, 2019, you agree to pay us finance charges at the rate of six percent (6%) per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

Advance Deposits and Amounts Received in Trust

New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm. The Firm may also in its sole discretion at any time during our

representation require existing clients to make an advance deposit based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that may cause the Firm to conclude it is appropriate to do so.

If we require an advance deposit from you, we will charge or draw against the advance deposit for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted from the advance deposit and the amount which must be paid to replenish the advance deposit to the agreed level. If the advance deposit is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the advance deposit is no longer necessary or is appropriately reduced, the remaining balance, if any, will be returned to you.

Any advance deposit we receive from you will be held in our trust account until it is charged for fees and other charges or your account or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your advance deposit is held by us in our trust account, it remains your property. You authorize us to apply the deposit to any fees and charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive on your behalf, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any advance deposits) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent

confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged, including all persons and entities affiliated with you who you believe have interests that could be affected by our engagement. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the matter.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the country, and we represent many different clients in many different industries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on this representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any new matter adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning 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;
- c. Advice and representation of 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 them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these General Terms of Representation and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving some fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, 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.

Electronic Communications and Cloud Storage

You agree that both you and our Firm may use electronic devices and Internet services to communicate with each other and share documents notwithstanding some risk that such communications and documents may be intercepted or accessed by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized or inadvertent disclosure. Our use of such technology may include unencrypted email, mobile phones, voice over Internet, electronic data/document websites, video conferencing and other technology in which your documents and information are stored in the cloud and accessed via the Internet. We caution you that, to maintain the confidentiality and privilege of such information and communications, you should not use a computer, other electronic device, network or Internet address that is owned, controlled or on which your communications may be accessed by anyone other than you. This warning includes electronic venues provided by a hotel, a library, an Internet café, or even a shared home computer or employer-provided technology if you are engaging us as an individual rather than on behalf of your employer. Any device you use to communicate with us should be password protected and not accessible by any third party.

Privacy Notice

During the course of this engagement, the firm may collect and acquire possession of certain personal information relating to the matters in which we are representing you. You should only provide the minimum amount of personal information necessary for us to perform our legal services. Our collection and processing of personal information is governed by the firm's Privacy Notice, which you may view at btlaw.com/privacy-policy, as well as applicable privacy laws, regulations, and codes of professional conduct.

As you may know, we need your consent under the Canadian Anti-Spam Law, the General Data Protection Regulation and similar laws to the extent applicable, before we can send you certain electronic communications. These electronic communications include, among others, announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engaging us to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by notifying us at privacy@btlaw.com. If you

withdraw your consent, we will stop sending you all electronic communications for which your consent is required.

Lawyers Holding Public Offices

Our lawyers may from time to time serve in elected or appointed positions with various governmental bodies. Such lawyers must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you confirm that your engagement of our Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data. It is important for you to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, we understand that you authorize us, unless you specifically instruct us to the contrary, to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet and the like).

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your

responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your client responsibilities to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. We may require such payment before delivering such materials. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However,

we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

Lawyers sometimes become personally entangled in court proceedings in connection with their clients' matters. If our Firm or any of our lawyers or staff are named as a party, or are required to produce evidence or appear, in a legal proceeding or deposition as a result of our services performed for you (other than as a result of our misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.