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September 15, 2025

Town of Danville
Attn: Mark Morgan
VIA EMAIL: mmorgan@danvillein.gov

Re: Parks Bond

Dear Mark:

Thank you for considering Taft Stettinius & Hollister LLP (“Taft”) to represent the Town of Danville (“TOWN”). The purpose of this proposed engagement letter is to set forth certain matters concerning the services Taft will perform as bond counsel to the Town in connection with the Park Bond (“Bonds”) under a par amount of \$4.275 million.

Scope of Engagement.

It is anticipated that Taft will serve as bond counsel for the TOWN in relation to the Bonds. Our job is principally to render certain approving opinions on behalf of the TOWN regarding the validity of the bonds under applicable state and federal laws and to render certain opinions concerning tax status and other matters. We will be reviewing all of the documents for the transaction and generally supervising the proceedings as they move toward closing.

During the transaction, we will consult with you regarding matters relating to compliance with applicable federal and state laws. We will prepare documents, from time to time, and in some cases review documents prepared by others which assure or demonstrate such compliance.

Issuers of governmental securities must also comply with applicable federal and state securities laws. The TOWN will compile certain information for the bond issue and prepare certain rate and accounting materials related thereto. Taft normally provides some materials for use in the offering document, if any, including a section on federal tax matters and our opinion. We do not undertake responsibility for compiling or reviewing other materials nor do we engage in any due diligence to investigate the accuracy of the materials compiled or provided other than those we provide.

Specifically, in this engagement, we expect to perform the following duties:

(1) Attend TOWN meetings and participate on telephone conferences with the TOWN and the TOWN's financial advisor regarding Bond structuring and approval matters.

(2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review and, where appropriate, draft enabling legislation.

(3) Assist the TOWN with preparing for and conducting statutorily required public hearings for issuance of the Bonds.

(4) Schedule, coordinate and facilitate the closing of the Bonds, including drafting closing certificates, documents and preparation and delivery of a closing transcript.

(5) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Indiana income tax purposes.

(6) Assist the TOWN in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filings.

(7) Review legal issues relating to the structure of the Bond issue.

Our Bond Opinion will be addressed to the TOWN and will be delivered by us on the date the Bonds are exchanged for their purchase price ("Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond 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, and we will assume continuing compliance by the TOWN with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the TOWN to cooperate with us in this regard.

We would be happy to assist you in post-issuance requirements such as compliance with the arbitrage rebate requirements and continuing disclosure requirements. We would treat such work as a separate engagement from our engagement as bond counsel and would quote you a fee prior to the commencement of that work. Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

(a) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or

omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(c) Preparing blue sky or investment surveys with respect to the Bonds.

(d) Making an investigation or expressing any view as to the creditworthiness of the TOWN or the Bonds.

(e) Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(f) Representing the TOWN in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(g) After Closing, providing continuing advice to the TOWN or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

(h) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

In addition to providing the services detailed above in relation to Bond Counsel, Taft will also assist the TOWN with the establishment of an Economic Development Area..

TOWN Responsibilities. You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you.

Fees and Costs; Payment. Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$25,000 for the Bond attorney work. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or

unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee agreement, we will advise you and prepare and provide to you an amendment to this engagement letter. In addition, we will expect to be reimbursed for all client charges made or incurred on your behalf, such as costs for travel, photocopying, messenger and delivery services, search and filing fees and computer-assisted research. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a delay in completing the financing. We may submit an additional statement for client charges following the Closing.

If, for any reason, the financing represented by the Bonds is not consummated or is completed without the delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates (currently ranging from \$200 to \$850 depending on personnel) for time actually spent on your behalf, plus client charges, as described above.

Conflicts of Interest. (a) Our firm is a relatively large law firm and represents many other companies and individuals. Thus, during the time we are representing you, we may also represent other present or future clients in disputes or transactions adverse to you that are unrelated to this representation. (b) In part because of the number of clients that Taft represents and the complexity of the matters in which we become involved, from time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and you over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our General Counsel, who is a partner in this firm and who is an expert in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between the client and the client's firm and that such consultation with firm's counsel may not be privileged, unless the firm either withdraws from the representation of the client or obtain the client's consent to consult with counsel.

We believe that it is in our clients' interest, as well as Taft's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the TOWN, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with either Taft's internal counsel or, if we choose, outside counsel, we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Taft may have to protect the confidentiality of our communications with counsel.

Advice about Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the legal issues or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee

Termination of Engagement. The TOWN, as our "Client" may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however,

relieve the Client of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the Client through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to the Client. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Client's interests in any pending matters, and the Client agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the Client through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and the Client agrees not to oppose our request.

Conclusion of Representation; Retention and Disposition of Documents. If our representation is terminated, at your request, your papers and property will be returned to you upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, Taft, by entering into this agreement with the TOWN, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Taft is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Taft states that it does not knowingly employ an unauthorized alien and further affirms that, prior to entering into the agreement with the TOWN, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Non-Discrimination. Taft agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this representation, with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the agreement.

Taft looks forward to working with the TOWN on this financing. If this engagement letter meets with your approval, please sign in the space provided below and email me a scanned copy so that we may begin work. Please call me if you have any questions.

9/15/2025

Page 6

Sincerely,

A handwritten signature in black ink, appearing to read 'Chou-il Lee', written in a cursive style.

Chou-il Lee

Agreed to and Accepted by:

Town of Danville

By: _____