

November 21, 2022

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Sara Fairfield, Town Council President
Town of Thorntown
c/o Amy Nooning, Esq.
101 W. Main St.
P.O. Box 127
Thorntown, IN 46071

Dear Ms. Fairfield and Ms. Nooning:

Thank you for choosing to engage Krieg DeVault LLP (the “Firm”) to represent the Town of Thorntown (the “Client”). We are writing this letter and providing our attached Schedules A and B, which are incorporated in this letter by reference, to confirm the terms and conditions under which our Firm will undertake to provide the legal services described in this engagement letter.

The Scope of Our Engagement

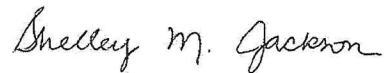
The Client has requested, and the Firm has agreed to provide, legal services and advice with respect to employment law and other general legal matters of the Client (the “Matter”). We are legal counsel and do not provide business, accounting, or other advice, though we can provide input on such matters from a legal perspective. Unless specifically requested as part of our engagement, we do not provide tax advice. In the event we are asked to provide additional services consistent with this engagement, this engagement letter will apply to any additional services. We understand that Ms. Nooning and Ms. Koren Gray will be our primary contacts for this engagement; however, we represent the Client, and not any other person or any related entity of the Client unless we have been specifically engaged and can do so consistent with the applicable Rules of Professional Conduct (the “Rules”). In the event our engagement is not expressly expanded to other matters, then the Firm’s engagement and the attorney-client relationship will terminate at the completion of the Matter. The Client is expected to cooperate in this Matter.

If this letter, including the attached Schedules A and B, accurately summarizes our proposed attorney-client relationship and the Firm’s engagement by the Client, please sign and date below to indicate the Client’s acceptance of the terms for this engagement, and return the

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signed copy to me. While we are happy to answer any questions regarding this letter, we cannot provide legal advice regarding its terms. You may wish to consult with separate counsel regarding those questions.

Sincerely,



Shelley M. Jackson

Agreed to and accepted this ____ day of _____, 2022.

TOWN OF THORNTOWN

By: _____

Printed: Sara Fairfield

Title: Town Council President

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SCHEDULE A
ADDITIONAL TERMS AND CONDITIONS OF
THE FIRM'S ENGAGEMENT

Estimates

The fees and costs relating to this engagement are not predictable. Accordingly, we have made no commitment or guarantee to the Client concerning the maximum fees and costs which the Client may incur. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs unless otherwise expressly stated.

Fees and Retainer

The Firm will invoice on a monthly basis; however, the Firm may invoice more or less frequently depending upon the specific needs of the Matter. Our fees for legal and professional services will be billed on an hourly basis at the billing rates in effect at the time the work is done for each lawyer, professional or paralegal of our Firm who provides the services described in this engagement. The Firm invoices in increments of one-tenth of an hour unless other arrangements have been made. Billing rates are typically adjusted as of January 1 of each year but may be subject to other adjustments from time to time by the Firm. My colleague Virginia A. Talley and I will be the primary attorneys handling this Matter. My 2022 hourly rate is currently \$450, and Ms. Talley's is \$290. Although we expect to adjust our billing rates as of January 1, 2023, we will honor our 2022 attorney billing rates through the 2023 calendar year for this representation.

The invoices will describe our services and itemize the Firm's expenses in accordance with Firm policies. Invoices will be due upon receipt. The Client is responsible for payment of all fees, Firm-incurred expenses, and applicable taxes. Schedule B contains the Firm's charges for expenses which may be amended without notice from time to time by the Firm. The Firm reserves the right to request payment in advance or payment directly to a service provider for any charged expense.

The Firm typically requires payment of an initial retainer before commencing an engagement; however, in this circumstance we agree to waive the initial retainer. We reserve the right to reconsider the retainer arrangement in the event circumstances change, and we may require you to pay a retainer in an amount to be determined by the Firm. Should a retainer be required, please issue your retainer check payable to: "Krieg DeVault LLP IOLTA" with a memo line notation that the payment is for your retainer. All payments on our invoices are otherwise to be made payable to "Krieg DeVault LLP." The Firm cannot accept credit card payment for retainers. The retainer is not an estimate of the legal fees associated with this Matter. **We will hold the entire retainer amount in the Firm's trust account to be applied to the final invoice when our representation for this Matter has concluded. In the interim, we will issue invoices as our fees and expenses accrue. Those invoices are due upon receipt. In the event our final billing is less than the retainer amount, we will refund any unused retainer.**

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Withdrawal and Collections

Subject to any limitations imposed by the Rules of Professional Conduct (the “Rules”), our Firm will be entitled to cease work on any aspect of this representation if any invoices are not paid within forty-five (45) days after the invoice is mailed. The Firm will charge interest at the rate of eighteen percent (18%) per annum on any invoice which remains unpaid for forty-five (45) days or more. The failure of the Firm to either cease work or charge interest at any given time does not result in a waiver of the right to do so in the future. If we are required to resort to collection proceedings to recover any amounts due, the Firm will also be entitled to recover all costs incurred for collection proceedings including reasonable attorneys’ fees incurred either by the Firm’s lawyers or separate counsel. By signing and returning a copy of this engagement letter, the Client consents to personal jurisdiction in any collection proceedings or dispute regarding the attorney-client relationship, and the Client agrees that venue is proper in any federal or state court located in any county where the Firm maintains an office. This agreement shall be governed by the law of the state where the Firm brings any action to enforce this agreement, without regard to the conflict of law provisions thereof.

Use of Information

From time to time, the Firm may wish to publicly acknowledge those persons and companies with whom it does business. Provided that we can do so without disclosing any confidential or privileged information, the Client agrees that the Firm may publicize factual information regarding the Client, the Matter, and any results which we have achieved in the Matter or for the Client.

Means of Communication

We may use electronic mail or mobile phones at any time to communicate with each other, or with third parties. Electronic mail and mobile phones may be subject to a greater risk of interception or unauthorized access than wire-line telephone communication. If at any time, the Client desires that we not use electronic mail or mobile phones, please advise us in writing, and we will act in accordance with those instructions. If we are not so advised, we will assume that the use of electronic mail and mobile phones for communications with and about the Client and this Matter is acceptable. Please also be aware that certain methods of communication such as text messaging or social media may not provide sufficient privacy for communicating with the Firm and that the use of these methods may invalidate the attorney-client privilege. Please use extreme caution with these methods of communication.

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Termination

The Client shall have the right at any time to terminate our representation upon written notice to the Firm. Termination of the representation shall not relieve the Client of the obligation to pay for all services rendered and costs or expenses incurred prior to the date of the termination. As permitted by law, we reserve the right to retain files until all invoices have been paid in full.

We reserve the right to withdraw from the representation if, among other things, the terms of this engagement letter are not followed or if we, in good faith, determine that the Client is unable to comply with the terms of this engagement, there is a failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw from the representation, we will do so in writing. It is agreed that the Client will cooperate to free the Firm and its lawyers of any obligation to perform further services, including the execution of any documents reasonably necessary to complete our withdrawal. The Firm will be entitled to be paid for all services rendered, as well as costs and expenses incurred on the Matter through the date of withdrawal.

File Retention

Upon completion of the Matter and payment in full of all amounts due to the Firm, and at the request of the Client, the Firm will return (1) any original physical documents or tangible items which the Client provided to the Firm and which have not already been returned to the Client, and (2) the Firm's file for the Client's Matter (consisting solely of documents - either paper or electronic - representing the end product of the Firm's services). In the event the Client's original physical documents and items and the Firm's file for the Client's Matter are provided to the Client, the Firm will have no continuing obligation to keep a copy of anything provided to the Client. In all other cases, the Firm will maintain the records related to the Matter in compliance with the Firm's document retention policy, which policy may apply retention periods that are shorter or longer than those applied in any document retention policies of the Client. At the expiration of the Firm's retention period as set forth in the Firm's document retention policy, the Firm will destroy the physical Client files and all records related to this Matter pursuant to the Firm's document retention policy. The Firm may charge for file storage and retrieval costs.

The Firm also uses various third-party service providers for managing its information databases, including various cybersecurity undertakings. The databases will include information the Client may provide to us about the Matter and the Client itself, including privileged information. By engaging the Firm, the Client consents to such arrangements.

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Legal Holds and Other Responses

From time to time, the Firm is notified that it must place a legal hold on documents or records which relate to our clients. In addition, the Firm may also receive requests for information from third parties, such as auditors, or by subpoena and/or other legal means. We will bill for any fees or expenses (including standard hourly rates for attorneys and staff) incurred in connection with responding to requests for legal holds or responses consistent with the Firm's billing policies and/or fee schedule in effect at the time of the request. The Firm reserves the right to consult with the Client to determine the appropriate response. If the Matter becomes or is subject to e-discovery or spoliation of evidence requirements, additional or separate costs may be incurred. These costs will be the responsibility of the Client.

Conflicts of Interest

To assist us in preventing conflicts of interest, please notify us if there is a change in the Client's name, entity status, ownership or control, including a merger or acquisition, or a change in officers, directors or affiliates. The Firm may represent other clients in the same industry on unrelated matters or may take positions on behalf of other clients which do not align with positions taken on behalf of the Client. We will not represent any other client in a manner prohibited by the Rules; however, it is agreed that we may represent other clients so long as the representation is not contrary to the Rules. The Firm will not use any proprietary or other confidential information acquired by it as a result of our representation to the Client's disadvantage in connection with any litigation or other matter unrelated to the Matter. We believe that it is in our Clients' interest, as well as the Firm's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with either our internal counsel or, if we choose, outside counsel, we may do so without waiving any privilege that attaches to those communications.

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**SCHEDULE B
CLIENT EXPENSES**

The following expenses are charged to the Client at Cost:

1. Travel-Related Costs (Automobile Rental charges, Airfare, Mileage at IRS rates, Meals, Lodging, Parking, Tolls)
2. Mailing and Delivery Charges (Registered or Certified Mail, Bulk Mail, Courier Services, Messenger Services)
3. Filing and Copy Charges (Court Fees, Appearance Fees, Court Costs, Certified Copies, Apostille Charges, Title Fees, Recording Fees)
4. Computerized Research
5. Corporate Supplies
6. Binding and Outside Photocopying
7. Data Analytics
8. Deposition Costs (Court Reporters, Transcripts, Exhibit Charges, Realtime Transcriptions, etc.)
9. Videography
10. Forensic Analysis or Consulting Costs
11. UCC Filings and Searches, Judgment and Lien Searches
12. Witness and Expert Witness Fees and Costs
13. Outside Legal Fees and Expenses (including Local Counsel)
14. Miscellaneous Expenses (Itemized)

The following expenses are charged to the Client at the corresponding rates:

1. Administrative Staff Overtime for time worked x \$50.00 (e.g., .5 hour x \$50.00 = \$25.00)
2. Data/Deal Room Costs at \$500 - \$1,000 depending on size of deal/matter, plus charges for the support personnel to set up and maintain the Data/Deal Room at their hourly rates
3. Litigation Support Data Hosting at \$15 per GB per month
4. Litigation Support Data Processing at \$150 per GB
5. Document Production (up to 20GB at \$200 per production; over 20GB at \$10 per GB per production)
6. Legal Holds (\$3.00 per data custodian per month)
7. Photocopying (\$0.10 per black/white copy; \$1.00 per color copy)