

April 22, 2026

Town of Thorntown
Attn: Aly Hickman, Clerk-Treasurer
101 W. Main Street
P.O. Box 127
Thorntown, Indiana 46071

RE: Engagement Letter related to Accounting and Financial Consulting Services

O.W. Krohn & Associates LLP ("Krohn," "we," "us," or the "Municipal Advisor") is pleased to submit this engagement letter to the Town of Thorntown (the "Client") for accounting and financial consulting services. This letter sets forth our understanding of the scope of services to be provided, the responsibilities of the Client and our firm, and the terms and conditions governing this engagement. We appreciate the opportunity to be of service and look forward to supporting the Client with its accounting, reporting, and municipal advisory needs.

Scope of Services

The services to be provided under this engagement are described in Exhibit B, Scope of Services, attached hereto and incorporated herein by reference. The specific services to be performed may be refined from time to time by mutual agreement of the Client and Krohn. Unless separately agreed in writing, this engagement does not include audit, review, compilation, examination, internal control attestation, legal advice, investment advice other than municipal advisory services permitted by law, or tax return preparation.

Client Responsibilities

The Client is responsible for the accuracy and completeness of all books, records, supporting schedules, and other information provided to us. The Client will designate one or more authorized representatives to make decisions, approve assumptions, and provide timely responses to our requests. The Client remains responsible for all management decisions, policy determinations, and the implementation of recommendations provided by Krohn.

Reliance on Information Provided

In performing our services, we will rely on information and representations provided by the Client and, when applicable, its officers, employees, consultants, attorneys, underwriters, or other advisors. We will not independently verify the accuracy or completeness of such information unless expressly engaged to do so. Accordingly, our services and any advice, analysis, schedules, or reports we provide are based on the information made available to us.

Compilation and Financial Statement Preparation Services

To the extent Krohn is engaged to assist the Client in the presentation of financial statements, the objective of that portion of our engagement is to apply accounting and financial reporting expertise to assist the Client in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct any such compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and will comply with the AICPA Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for such services or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion, nor provide any assurance, on the financial statements.

Any compilation or financial statement preparation services performed under this engagement cannot be relied upon to identify or disclose financial statement misstatements, including those caused by fraud or error, or to identify or disclose wrongdoing within the Client or noncompliance with laws and regulations.

Additional Client Responsibilities for Financial Statement Preparation

If Krohn is engaged to assist management in the presentation of financial statements in accordance with SSARS, the Client acknowledges and understands that our role is to assist management in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and that management retains the following responsibilities, which are fundamental to our undertaking that engagement:

1. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
2. The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America, including all informative disclosures that are appropriate under that framework.
3. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. The prevention and detection of fraud.
5. Ensuring that the Client complies with laws and regulations applicable to its activities.
6. The accuracy and completeness of the records, documents, explanations, significant judgments, and other information provided to us for the engagement.
7. Providing us with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, additional information that we may request for purposes of the engagement, and unrestricted access to persons within the Client from whom we determine it necessary to make inquiries.

The Client is also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee any bookkeeping services and the preparation of the Client's financial statements. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Financial statements prepared or compiled under this engagement may not be accompanied by a report. In addition, the Client agrees that the financial statements will clearly indicate that no assurance is provided on them.

Fees and Invoicing

Fees for work performed will generally be based on hourly rates, as set forth in Exhibit A, for the time expended unless other arrangements are mutually agreed upon in writing. Billing rates vary by professional and reflect the complexity of the engagement, the experience required, and the nature of the services requested. Invoices are generally submitted monthly and will describe the services provided, the time expended, and the amount currently due. Reimbursable out-of-pocket expenses, if any, may be billed in addition to professional fees. Payment is due upon receipt unless otherwise agreed.

Additional or Out-of-Scope Services

If the Client requests services beyond those described in Exhibit B, including special projects, attendance at additional meetings, assistance with regulatory inquiries, litigation support, or unusual research and analysis, such services will be treated as additional services and billed in accordance with this engagement unless otherwise agreed in writing.

Records, Workpapers, and Deliverables

All original records provided to Krohn remain the property of the Client. Our workpapers, analyses, templates, and internal files created in connection with this engagement are the property of Krohn. We may retain copies of information provided to us as required by our document retention policies, professional standards, regulatory requirements, or applicable law. Any deliverables we provide are intended solely for the Client's internal use in connection with this engagement unless otherwise stated.

No Audit, Review, or Opinion

The responsibility for auditing the records of the Client rests with the Indiana State Board of Accounts or such other auditing authority as may be applicable. Our services do not constitute an audit, review, compilation, examination, or other attestation engagement, and we will not express any opinion, conclusion, or other form of assurance on financial statements, schedules, or other financial data.

Use of Advice and Third-Party Reliance

Our advice, correspondence, schedules, and other work product are intended solely for the use and benefit of the Client in connection with this engagement. They should not be distributed to or relied upon by third parties without our prior written consent, except as required by law, regulation, public records requirements, or in connection with the Client's official purposes. We assume no responsibility to any third party that may obtain access to our work product.

Confidentiality and Public Records

We will maintain the confidentiality of nonpublic information obtained from the Client in accordance with applicable professional, contractual, and legal requirements. The Client understands, however, that records relating to this engagement may be subject to disclosure under the Indiana Access to Public Records Act or other applicable laws. Nothing in this engagement is intended to restrict disclosures required by law, regulation, court order, subpoena, or governmental inquiry.

Electronic Communications

The Client acknowledges that Krohn may communicate by email and may exchange electronic documents in the course of this engagement. While we use commercially reasonable measures to protect such communications, electronic transmission can be subject to delay, interception, corruption, or unauthorized access. By signing this letter, the Client consents to the use of electronic communications for matters relating to this engagement.

E-Verify Program

The Municipal Advisor participates in the E-Verify program. For purposes of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, Section 401(a), as amended, operated by the United States Department of Homeland Security, or a successor work authorization program designated by the United States Department of Homeland Security or another federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). The Municipal Advisor does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Municipal Advisor Registration and Regulatory Matters

The Municipal Advisor is registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Krohn will perform municipal advisory services, if any, in accordance with applicable federal securities laws and MSRB rules. The Client acknowledges that the Municipal Advisor is not acting as an underwriter, broker-dealer, or placement agent under this engagement unless separately agreed in writing and permitted by law.

Bond Issuance and Sale of Securities

The offer and sale of any bonds, notes, or other obligations of the Client shall be made by the Client, in the Client's sole discretion and under its control and supervision. The Client agrees that the Municipal Advisor does not undertake to sell or attempt to sell any such obligations and will take no part in the sale thereof except to the extent of providing municipal advisory services permitted by law and requested by the Client.

Term and Termination

This engagement will remain in effect until completed or terminated by either party upon reasonable written notice. Upon termination, the Client shall remain responsible for payment of fees and expenses incurred through the effective date of termination, including work performed and obligations undertaken in reliance on this engagement prior to such termination.

Limitation of Services

Our services are advisory in nature and are based on the information available to us at the time the services are performed. Circumstances, laws, regulations, and guidance may change after our services are rendered. Accordingly, we have no obligation to update advice, analyses, or deliverables for events, facts, or changes occurring after the date such services are provided unless we are separately engaged to do so.

Acceptance

If the foregoing accurately reflects your understanding of the terms of our engagement, please sign in the space provided below and return a fully executed copy to us. This letter may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

If you have any questions, please let us know. We appreciate the opportunity to be of service to the Town of Thorntown.



Jarrod Hall, Partner
O.W. Krohn & Associates LLP

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement on this ____ day of _____, 2026.

Town of Thorntown

By: _____

Authorized Representative

EXHIBIT A

Fees - Billing Rates

The Municipal Advisor's fees shall be based upon actual time charges and out-of-pocket expenses. Our 2026 professional staff billing rates are noted below:

Staff Classification	Standard Hourly Rate
Partner	\$290.00
Senior Project Manager	\$260.00
Project Manager	\$240.00
Senior Consultant	\$210.00
Consultant	\$195.00
Support Personnel	\$100.00

Billing rates are subject to change periodically due to changing requirements and economic conditions; however, the rates above will not be changed prior to December 31, 2026. Actual fees will be based on the time expended, the experience and skill level required, and the complexity of the engagement.

EXHIBIT B

Scope of Services

The following services are representative of the accounting, financial consulting, and municipal advisory support Krohn may provide to the Client under this engagement, as requested by the Client and mutually agreed upon from time to time. The actual level, timing, and extent of services may vary based on the Client's needs.

General Accounting Assistance

- Assist with account analysis, reconciliations, and other accounting support functions.
- Provide guidance regarding classification, recording, and presentation of financial activity.
- Assist management with responding to accounting questions that arise during the year.

Budgeting and Cash Flow Support

- Assist with budget preparation, budget monitoring, and budget-to-actual analysis.
- Provide cash flow planning support and assist with evaluating short-term and long-term funding needs.
- Assist with developing financial projections and other planning schedules requested by the Client.

Financial Reporting Assistance

- Assist with preparation or review of financial schedules, management reports, and supporting documentation.
- Assist management in the presentation of financial statements and, when specifically engaged, perform compilation services in accordance with SSARS.
- Provide guidance on financial reporting matters applicable to the Client.
- Assist with year-end close support and preparation of schedules needed for external reporting or audit support.

Municipal Advisory and Financing Support

- Provide municipal advisory services in connection with debt issuances, financings, or other municipal obligations, when requested and permitted by law.
- Assist the Client in evaluating financing alternatives, debt structure considerations, timing, and related planning matters.
- Coordinate, as requested, with bond counsel, underwriters, financial institutions, and other professionals involved in financing transactions.

Redevelopment Commission Advisory Services

- Assist the Client with evaluating redevelopment-related projects, financing options, and implementation considerations.
- Provide advisory support related to tax increment financing, allocation areas, redevelopment commissions, and other economic development tools, as requested and permitted by law.
- Coordinate, as requested, with legal counsel, developers, bond counsel, financial institutions, and other parties involved in redevelopment initiatives.
- Assist with financial analysis, projections, and related schedules for redevelopment planning and decision-making purposes.

Utility Advisory Services

- Assist the Client with financial and operational planning matters relating to municipal utilities, including water, wastewater, stormwater, electric, gas and other utility operations, as applicable.
- Provide advisory support related to utility rate studies, revenue sufficiency, cost recovery, capital planning, and related financial considerations, as requested.
- Assist with utility-related budgeting, cash flow analysis, reserve planning, and debt or capital financing considerations.
- Coordinate, as requested, with utility boards, legal counsel, engineers, financial institutions, and other professionals involved in utility planning or financing matters.

Regulatory, Compliance, and Administrative Support

- Assist with responding to routine inquiries or requests related to accounting or financial matters.
- Provide support with financial or accounting-related compliance matters and documentation as requested.
- Attend meetings or consultations with the Client and other advisors, as needed and requested.

Exclusions

- Services do not include an audit, review, compilation, examination, or other attestation engagement.
- Services do not include legal services, legal opinions, or tax return preparation unless separately agreed in writing.
- Services beyond the scope described in this exhibit will be treated as additional or out-of-scope services under the engagement letter.