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April 18, 2015

City of Franklin Redevelopment Commission
c/o Robert H. Schafstall
Schafstall & Admire, LLP
98 North Jackson Street
Franklin, IN 46131

Re: 2015 TIF Financing

Dear Commission Members:

The purpose of this letter is to confirm the terms and conditions under which our Firm will serve as bond counsel to the City of Franklin Redevelopment Commission (the "Commission") in connection with the issuance of tax-increment revenue bonds (the "Bonds") to finance the one or more projects (the "Current Matter").

I am enclosing our Standard Terms of Engagement for Legal Services setting forth the standard terms upon which our Firm accepts client engagements. Our engagement in this matter will be governed by these standard terms to the extent not expressly modified by this letter. By signing this letter, you agree that we may represent other clients in certain matters adverse to you as described in our Standard Terms under the caption "Waiver of Certain Potential Conflicts of Interest".

In performing our services as counsel, our only client will be the Commission and we will represent its interests. We assume that the Commission will be represented in all other aspects of this transaction by Rob Schafstall, as its general counsel, and that all other parties to this transaction will retain such counsel as they deem necessary or appropriate to represent their interests in this transaction.

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 confirms that Barnes & Thornburg LLP has signed an affidavit stating that it does not knowingly employ an unauthorized alien. We will provide a copy of that affidavit to you upon request.

Bond counsel is engaged to render an objective legal opinion with respect to the authorization and issuance of bonds. As bond counsel, we do not advocate the interests of the Commission or any other party to the transaction. We assume that the Commission will be

represented by its general counsel and that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

In this engagement, we expect to perform the following services:

1. Assist the Commission, its general counsel and its financial advisor in structuring the financing.
2. Meet with the representatives of the Commission and discuss the various possible financing structures, allowing the Commission to determine the structure for the financing.
3. Prepare timetables of key events, meetings and document preparation.
4. Prepare the bond resolution, and other documentation for the financing.
5. Attend any meetings as requested by the Commission or its general counsel.
6. Coordinate the scheduling and supervise the closing of the financing, including preparation of required closing documents.
7. Render our legal opinion (the "Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the income tax treatment of interest on the Bonds.
8. Prepare sufficient copies of a transcript containing the documents related to the refinancing.

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"). The Opinion 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 at the Closing, our responsibilities in the Transaction will be concluded.

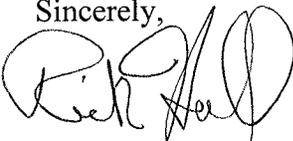
Our duties as bond counsel are limited to those expressly set forth above. Among other things, our duties do not include:

1. Preparing any requests for tax rulings from the Internal Revenue Service;
2. Preparing any blue sky or investment surveys;
3. Drafting any state constitutional or legislative amendments;

2. Preparing any blue sky or investment surveys;
3. Drafting any state constitutional or legislative amendments;
4. Pursuing any test cases or other litigation;
5. After the Closing, providing any advice concerning compliance with any continuing disclosure undertaking;
6. After the Closing, providing any advice concerning actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes (*e.g.*, we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose); or
7. Any other matter not specifically set forth above.

Our fees in this matter will be primarily based on the hours actually worked by each lawyer and legal assistant involved in this matter. These fees will be computed using hourly billing rates for the lawyer or legal assistant and the type of work involved that are in effect at the time you are billed for the work. 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.

We are pleased to have the opportunity to be of service to you. If you have any questions, please call me.

Sincerely,


Richard J. Hall

RJH
Enclosure

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AGREED AND CONSENTED TO:

CITY OF FRANKLIN
REDEVELOPMENT COMMISSION

By: _____

Printed: _____

Its: _____

BARNES & THORNBURG LLP
STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth the standard terms upon which Barnes & Thornburg LLP accepts engagements to act on behalf of its clients. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and write us promptly if you have any questions. We suggest that you retain this statement in your file.

Our Client

The person or entity that we represent is the person or entity identified 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, nor with your owners, shareholders, members, managers, partners, directors, officers, employees or agents, nor, if you are an individual, with your spouse, children or other family members. Therefore, our representation of you will not impair our ability to represent another client with interests adverse to any such affiliate or family member without obtaining your consent.

Particularly in the case of business entities that are part of complex corporate structures, we are very frequently not in a position to determine what entities may be affiliated with a client, or what the nature of that affiliation may be. So we understand that you agree that we will not have a client relationship with any of your affiliates as described above, regardless of any internal arrangements for the management and 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. If you have any concerns about this agreement or its implications, you should bring this to our attention forthwith.

The Scope of Our Work

With new clients, we follow the practice of describing the scope of our initial engagement in the letter we send accepting employment. With existing clients, we may not provide a description as to new matters upon which we are asked to provide services depending on the circumstances, but we will always be willing to provide such a description if asked. In any engagement we will limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. By way of illustration, we will not investigate or opine on claims against third parties or insurance coverage that is or may be available unless it is so stated in our engagement letter or you have specifically requested that we do so. Where you request specific services or advice or otherwise limit our engagement, we will confine our activities to those limitations. In that event, you should understand we will not investigate or advise you on other areas of law or potential consequences or issues arising outside these parameters. We will likewise limit our engagement and scope of services as requested to accommodate instructions to avoid incurring costs or to limit the amount of fees we incur. Such limitations may result in our not taking steps or performing work that we would otherwise consider advisable.

At times we are asked by our clients to express our opinion as to the outcome of the matters on which we are working. Such evaluations are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. The outcome of legal matters and proceedings cannot be predicted with certainty.

Who Will Provide the Services

Customarily, each client of our Firm is served by 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. This delegation may be for the purpose of involving lawyers, legal assistants, or other professionals with experience and knowledge in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those lawyers, legal assistants and other professionals who work on your matters.

Our legal assistants and other professionals are not lawyers but possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities. They include law clerks (typically law students), paralegals, lobbyists, investigators, patent agents, research librarians, environmental analysts, translators, draftsmen and other technical (non-legal) specialists.

How Fees Will Be Set

In determining the fees we will charge for the legal services we will render for you, we will consider a number of factors, including:

- The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly;
- The amount of money or value of property involved and the results obtained;
- The time limitations imposed by you as our client or by the circumstances of the engagement;
- The experience, reputation and ability of the lawyers performing the services; and
- The likelihood that the employment will preclude other employment by our Firm.

Among these factors, the time and effort required are typically weighted most heavily. We will keep records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, and other related matters. We strongly believe that peer discussion and review is an important element of providing quality services, and so our time records will often reflect discussions between lawyers within our Firm concerning the matters in which we have been engaged.

The hourly rates of our lawyers and legal assistants applicable to the type of engagement have an important bearing on the fees we charge but are not necessarily the sole basis on which those fees are charged. Even where hourly rates are used as the primary basis of computing our fees, they can and will be adjusted up or down according to the circumstances. Our hourly rates are reviewed at least annually and may be changed periodically to reflect current levels of experience of the lawyers and legal assistants involved, changes in overhead costs, and other factors. Our statements based on hourly rates will reflect our applicable rates at the date of the statement, regardless when the work covered by the statement was performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will furnish such an estimate, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost is invariably more or less than the amount estimated.

Other Charges

In representing our clients, there typically are other charges in addition to our fees that we itemize separately and bill to them. These include fees charged by government agencies and charges from service vendors, as well as clerical charges. Typical of such charges are messenger, courier and express delivery charges; photocopying, desktop publishing or printing and reproduction charges; filing fees and charges, including charges for electronic filings with governmental agencies and courts; court reporter fees for deposition transcripts and the like; witness fees; travel expenses; computerized legal research charges; and charges made by outside experts and consultants, including accountants, appraisers and other legal counsel (unless arrangements have been made for such outside experts and consultants to bill the client directly). Certain of these other charges may represent more than our direct cost to contribute toward covering our overhead expenses. We incur outside charges as agents for our clients, who agree that these charges will always be paid on a regular basis. We may require that you pay significant expenses directly or in advance.

In some engagements that raise issues of foreign law it is necessary for us or the client to engage foreign counsel. If we engage foreign counsel on your behalf, we will typically require you to pay us for the foreign counsel's anticipated fees and charges before we remit payment to foreign counsel, and potentially before we engage them. We are not guarantors of the work of foreign counsel nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist us 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. If you wish to participate in the selection of foreign counsel, you may do so.

Terms of Payment

We will bill you on a regular basis, normally each month, for both fees and other charges. We rely on you to pay us promptly. 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. After withdrawal, we may pursue collection of your account. 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. You agree to pay the costs of collecting the debt, including court costs, filing fees and reasonable attorneys' fees.

The Firm also reserves the right in its sole discretion to require an advance deposit at any time based on past payment history, creditworthiness or other factors that may cause the Firm to conclude it is appropriate to do so.

Advance Deposits

New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm. Existing clients may also be required to provide advance deposits for particular matters if the Firm believes that is appropriate under the circumstances. Typically, the advance deposit is equal to the fees and other charges likely to be incurred during a two-month period. The advance deposit is charged for fees and other charges as our legal services are provided. Regular statements will be furnished to you for purposes of disclosing 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 proves insufficient to cover current fees and other charges on the basis stipulated, we may request that the balance be increased. At the conclusion of our legal representation or at such time as the advance deposit is no longer necessary or is appropriately reduced, the remaining balance of it 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 for 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. However, by making the initial advance deposit and by replenishing or increasing it from time to time, you grant us a security interest in the balance of the advance deposit we hold in our trust account from time to time to secure payment of incurred fees and other charges for which you are responsible. You authorize us to apply the deposit to any fees and charges that you owe us for any services we have provided.

Other deposits that we receive to cover specific items 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. Any amount remaining after disbursement will be returned to you.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we have over 500 lawyers and other professionals 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 in matters on which our firm is not representing you. 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. In accordance with such Rules, by agreeing to our engagement letter, you consent that our Firm may represent any other clients in matters that are not substantially related to the matters on which we are representing 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 (i) on the scope of your property rights, (ii) in transactions with you or negotiating or interpreting legal documents that affect your rights; (iii) on the existence, assertion or defense of legal claims against you or that you may have against our other clients; or (iv) on any disputes with you, even in court. You should bear in mind that your consent authorizes us to take on unrelated representations for other parties or entities to whom we are adverse in matters, transactions or disputes on which we represent you. 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.

Services We Expressly Do Not Provide

Lawyers in our law firm may from time to time serve in elected or appointed positions with various governmental or regulatory bodies. Members of our law firm 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 acknowledge and confirm that your engagement of the 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.

Client Responsibilities

You agree to be truthful with us, to cooperate fully with us, to provide promptly all information (including documents and electronic data) known or available to you 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. You should discuss these issues with us at the outset of our engagement involving any claim or litigation, unless you have a sophisticated document retention policy and program that addresses these matters and you are familiar with these requirements. You should also discuss these issues with us 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. You also agree to pay our statements for services and other charges in accordance with these terms of engagement.

Use of Publicly Available Information

We will always protect nonpublic, confidential information related to your representation in accordance with our professional obligations. It is, however, 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.

We try to identify in advance and discuss with you any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, will give you prompt written notice of our withdrawal.

Unless previously terminated, our representation of you in any matter will terminate 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.

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 the 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 termination of our representation of you in any matter, 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 such termination. 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, these terms of engagement 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 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 advances 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 termination of our representation of you in any matter, 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.

March 2012