

PRIVILEGED AND CONFIDENTIAL

July 5, 2017

VIA ELECTRONIC MAIL ONLY

Pete Olson
Town Manager
Town of Yorktown
9800 W. Smith Street
Yorktown, IN 47396

**Re: Engagement Letter for Legal Services in connection with the
Acquisition of Real Estate**

Dear Pete:

It was a pleasure meeting you. We are pleased that you have selected Bose McKinney & Evans LLP to perform legal services for the Town of Yorktown ("Yorktown") in connection with the acquisition of real estate. This letter confirms the terms on which the firm has agreed to represent Yorktown.

Our services will be billed at our hourly rates in effect from time to time for the lawyers and other personnel, including paralegals, performing the services. My current rate is \$420 per hour. Subject to your approval, we may also use other lawyers and paralegals in connection with this matter as appropriate. Our hourly rates are normally adjusted at the beginning of each calendar year for all attorneys and paralegals.

In addition to hourly fees, Yorktown will be responsible for payment of any disbursements, expenses, costs, and charges incurred on its behalf in connection with our representation including, but not limited to, travel expenses, photocopying (at \$.15 per page), delivery charges, and computerized research. We also require that Yorktown pay any expenses billed by third parties (such as expenses of court reporters and transcripts, and local counsel fees, if any) directly to those third parties. We will forward the invoices from those third parties to Yorktown with information on how to pay those expenses. If we elect to pay any such expenses directly, we will bill Yorktown for reimbursement of such expenses in our monthly invoices.

Pete Olson
July 5, 2017
Page Two

Our invoices are issued monthly, and are payable within 30 days after the invoice date. Prompt payment is a condition of our continued representation. We reserve the right to charge interest at the rate of 1-1/2% per month (18% annual percentage rate) on any balance of an invoice not paid within 30 days of the invoice date. In the unlikely event Yorktown fails to pay our invoices and we must take action to collect them, Yorktown will be responsible for any costs we may incur, including attorneys' fees and costs. Obviously, we do not anticipate any problems in collection, and I hope that Yorktown will contact me directly if it has any questions or concerns about any invoice it receives from us.

Yorktown has the right to terminate our representation at any time. We may also terminate our representation at any time for any reason consistent with the Rules of Professional Conduct including, but not limited to, the non-payment of fees or expenses or other failure to comply with the terms of our engagement as described in this letter. In the event of termination of our representation for any reason, Yorktown will be responsible for all fees and other amounts incurred in connection with our representation up to the date of termination, and for all fees and other amounts incurred to transfer the work to its new attorney.

After our engagement on this matter ends, we will maintain our file on this matter in accordance with our document retention policy. That policy provides for destruction of our file without further notice after a designated period, typically a period of ten (10) years. At Yorktown's request during or subsequent to our engagement on this matter and prior to destruction of the file, we will provide copies of any documents from our file which Yorktown has furnished us in connection with this matter.

This letter relates specifically to the terms of our engagement in connection with the matter described in the first paragraph of this letter. If Yorktown wishes to retain us for other matters and we accept any such representation, we may require that a separate engagement letter be executed for any such other matter, which may contain terms different than those contained in this letter. If no additional such engagement letter is executed for a new matter, the terms of this letter shall apply to the new matter.

Pete Olson
July 5, 2017
Page Three

If you have any questions or concerns about this letter, please call me so that we can discuss them. If Yorktown agrees to the terms of our representation as stated in this letter, please sign the enclosed copy of this letter and return it to me. Again, thank you for selecting Bose McKinney & Evans LLP. We look forward to working with you.

Sincerely,



Alan S. Townsend

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2017.

Town of Yorktown

By: _____

Printed: _____

Title: _____

cc: Accounting