BONDRY
CONSULTING

Florence May
Trustee, Vernon Township
602 Vitality Dr. Ste. A
Fortville, IN 46040

RE: Bondry Provision of Continuing Disclosure Services

Dear Ms. May,

Thank you for requesting that Bondry Management Consultants LLC ("Bondry") provide continuing disclosure services to Vernon Township ("Client"). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your continuing disclosure agent, effective on the date this Agreement is executed by Client (the "Effective Date").

Bondry is a minority-owned (MBE) and veteran-owned (VBE) certified enterprise by the State of Indiana; our mission is to enable cost-effective access to first-class financial management consulting. Bondry executes its mission by analyzing, prescribing, and successfully executing financial solutions aligned with the interests of its public and nonprofit sector clients. In providing its top-of-the-line services, Bondry is focused in acting to ensure that these organizations' financial, strategic, and management interests are best represented. Bondry prides itself on providing highly personalized and customized services to the organizations and individuals it serves, while adapting scale and scope to meet the client's specified needs and requirements.

Bondry's staff has a background in government, education, and not-for-profit financial management and is willing to provide services based on our knowledgeable and experienced backgrounds.

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1. **Scope of Services.**

(a) Bondry is engaged by Client as its Continuing Disclosure Agent to provide the continuing disclosure services with respect to the Vernon Township Building Corporation Lease Rental Bonds of 2018 and the Vernon Township Building Corporation Lease Rental Revenue Bonds Series 2021 (together, the "Bonds") pursuant to the Continuing Disclosure Undertaking Agreements of the Bonds (Appendix E to each Official Statement of the Bonds, the "CDUAs") as set forth herein (the "Scope of Services"). Client and Bondry agree as follows:

(i) Client will provide the Annual Information and Audited Financial Statements as defined in the CDUAs to Bondry such that Bondry may deliver them to the Municipal Securities Rulemaking Board (the "MSRB") by the deadlines provided;

(ii) Client will provide Bondry notice of any Material Events as defined in the CDUAs in a timely manner so that notice of the Material Event can be provided to the MSRB no later than 10 business days after the occurrence of the event;

(iii) Bondry will contact Client at least 60 days before each report of Annual Information and Audited Financial Statements is due under the CDUAs and remind Client of the information required in such reports;

(iv) Bondry will assist Client in completing the reports by their required filing dates, including support in completing those sections that can be obtained from publicly available data or with information provided by the Trustee of the Bonds;

(v) Bondry will file such information on the Electronic Municipal Market Access facility ("EMMA") once a completed report is received;

(vi) Bondry will e-mail notice to Client and the Trustee of the Bonds when any documents are filed on EMMA;

(vii) Bondry will post notice on EMMA of failure to meet a filing deadline, when and as required by the CDUAs; and

(viii) Bondry will post notice on EMMA when Bondry receives notice of a Material Event.

(b) **Limitations on Scope of Services**. The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described herein.

(ii) The Scope of Services does not include tax, legal, accounting, or engineering advice with respect to the Bonds or in connection with any opinion or certificate rendered by counsel or any other person.

(iii) Bondry shall not be responsible in any manner for the content of any notice or report prepared by Client. Nor shall Bondry be responsible for any determination as to the materiality of any Material Event.

(iv) Bondry does not serve as an auditor, financial advisor, broker-dealer or underwriter, is not providing "advice" under Dodd-Frank Wall Street Reform and Consumer Protection Act and does not certify the completeness or accuracy of any information given by Client to Bondry for filing on EMMA.

(v) Client will indemnify and hold Bondry, its officers, directors, employees and agents, harmless for, from and against any loss, expense and liabilities which Bondry may incur arising out of or in the exercise or performance of the powers and duties of the Continuing Disclosure Agent pursuant to the CDUAs, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the gross negligence or willful misconduct of Bondry. The obligations of Client under this section will survive resignation or removal of Bondry as Continuing Disclosure Agent and payment of the Bonds.

(c) **Amendment to Scope of Services**. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. **Term of this Engagement**.

(a) The term of this Agreement is one year beginning on the Effective Date, and renews automatically for successive one year periods, unless earlier terminated as provided below.

(b) This Agreement may be terminated with or without cause by either party hereto upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

3. **Compensation**. Client agrees to pay Bondry a total annual fee of $2,000 for the Scope of Services described herein. Bondry will invoice Client following completion of each annual report under the CDUAs.

4. **Use of Client's Name and Logo**. Client agrees to allow Bondry to use Client's name and logo for the purpose of displaying information on recent transactions and clients to third parties.

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5. **Waiver of Jury Trial**. EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

6. **Choice of Law**. This Agreement shall be construed and given effect in accordance with the laws of the State of Indiana.

7. **Binding Effect; Assignment**. This Agreement shall be binding upon and inure to the benefit of Client and Bondry, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

8. **Entire Agreement**. This Agreement, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented, or modified except by means of a written instrument executed by both parties.

9. **Severability**. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative, or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule, or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative, or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative, or unenforceable to any extent whatever.

10. **No Third-Party Beneficiary**. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

11. **Authority**. The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client.

12. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

BONDRY MANAGEMENT CONSULTANTS LLC

By: Oscar Gutierrez
Title: President
Signature:
Date:

ACCEPTED AND AGREED:

Vernon Township

By: Florence May
Title: Trustee
Signature:
Date: