BOSE McKINNEY & EVANS LLP

ATTORNEYS AT LAW

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April 11, 2014

Via E-Mail & U.S. Mail

Mr. Eric H. Burns
WITHERED BURNS , LLP
8 N. 3rd Street, Suite 401
P.O. Box 499
Lafayette, Indiana 47901

Re: City of West Lafayette, Indiana
Sewage Works Revenue Bonds, Series 2014 B

Dear Eric:

We are delighted that the City of West Lafayette (the "City") has considered retaining Bose McKinney & Evans LLP as bond counsel with respect to the issuance of the above-referenced bonds (the "Bonds"). The purpose of this letter is to set forth certain matters concerning the role Bose McKinney & Evans LLP will serve and the responsibilities we will assume as bond counsel to the City in connection with the issuance of the Bonds. We understand the City will sell its Bonds through the Indiana State Wastewater Revolving Loan Program (the "SRF Program") to finance the replacement of the Sheridan & Fairway Knolls lift stations and force mains. We also understand the City will want to have the closing on the Bonds occur with the SRF Program by July 1 of this year.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties in connection with the Bonds:

(1) subject to the completion of proceedings to our satisfaction, render our legal opinion ("Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the federal and State of Indiana income tax treatment of interest on the Bonds;

(2) prepare and review documents necessary or appropriate to the authorization, issuance, sale and delivery of the Bonds, and coordinate the authorization and execution of such documents;

(3) assist the City in seeking such approvals, permissions and exemptions from governmental agencies as we determine are necessary or appropriate in connection with the authorization, issuance, sale and delivery of the Bonds;

(4) review legal issues relating to the structure of the Bond issue;

(5) assist the City in reviewing those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds relating to the terms of the Bonds, the refunding, tax matters, legal opinions, enforceability of remedies and continuing disclosure obligations;

(6) prepare a continuing disclosure undertaking agreement, if necessary; and

(7) assist in presenting information relating to the legality of the Bonds to bond rating organizations and providers of credit enhancement, if any.

For the Bonds, our Bond Opinion will be addressed to the City and the Indiana Finance Authority, as the purchaser of the Bonds, and will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond 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. During the course of this engagement, we will further assume and rely on the City to provide us with complete and timely information on all developments pertaining to the project or any aspect of the Bonds and their security. We understand that the officers and employees of the City will cooperate with us in this regard. In rendering our Bond Opinion, we may, if we deem it necessary, expressly rely upon you as counsel to the City as to any pending litigation that might affect the validity of our Bond Opinion.

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

(1) except as described in paragraph (5) above, assisting in the preparation or review of an official statement, due diligence filing or any disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or

sufficiency of any such document or rendering advice that the official statement, due diligence filing or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(2) preparing requests for tax rulings from the Internal Revenue Service;

(3) preparing blue sky or investment surveys with respect to the sale of the Bonds;

(4) drafting of state constitutional or legislative amendments;

(5) pursuing test cases or other litigation, such as contested validation proceedings;

(6) making an investigation or expressing any view of the creditworthiness of the City or the Bonds;

(7) responding to Internal Revenue Service audits or Securities and Exchange Commission investigations;

(8) after Closing, providing continuing advice to the City or any other party concerning any 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

(9) any other matter not specifically set forth above that is not required to render the Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon the City's approval and execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. Our services as bond counsel are limited to those contracted for herein. The City's execution of this engagement letter will constitute an acknowledgment of those limitations. We will not act as an intermediary among the parties to the transaction. Our representation of the City will not affect, however, our responsibility as bond counsel to render an objective Bond Opinion.

We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the City as bond counsel, and the attorney-client relationship created by this engagement letter, will, for each series of Bonds, be concluded upon issuance of said series of Bonds. Nevertheless, subsequent to Closing, we will prepare and provide a transcript of the proceedings pertaining to the Bonds and make certain that the required Internal Revenue Service Form 8038-G is filed.

FEES

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. Dennis Otten and I will be the lawyers primarily involved with this matter and our current rates are $410 and $490 per hour, respectively. We may use additional lawyers and paralegals in connection with this matter as appropriate and will bill at the normal hourly rates for those lawyers and paralegals, as the case may be. Our hourly rates are normally adjusted at the beginning of each calendar year for all attorneys and paralegals.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financings; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume; we estimate that our fees will be approximately $35,000 for the issuance of the Bonds.

We believe this estimate reasonably reflects our anticipated fees for this financing based upon similar financings for which we have served as bond counsel. Such fees may vary: (i) if material changes in the structure of the financings occur; or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you and, if necessary, prepare an amendment to this engagement letter.

In addition, we will expect to be reimbursed for all client charges made on the City's behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses. We estimate that such charges will be in the range of $250 to $500 for the transaction. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a

substantial delay in completing the financing. We may submit a statement for client charges following the Closing.

We understand and agree that our fees will be paid at the Closing. If, for any reason, the financing is not consummated or is completed without the rendition of our Bond Opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent on behalf of the City, plus client charges, as described above.

In any event, none of our fee will be based upon, or related in any way to, a percentage of the par amount of the Bonds. The fee shall be solely for legal services rendered and shall not be based upon any factors not related to the legal services rendered.

RECORDS

At your request, papers and property furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement.

E-VERIFY

We acknowledge that this engagement constitutes a public contract for services subject to the terms and provisions of Indiana Code 22-5-1.7. Bose McKinney & Evans LLP has enrolled in and does verify the work eligibility status of all of its newly hired employees through the E-Verify program (as defined in Indiana Code 22-5-1.7-3). We will continue to verify the work eligibility status of all of our newly hired employees through the E-Verify program until the earlier of (i) the conclusion of this engagement or (ii) the expiration of the E-Verify program. Attached hereto is an affidavit affirming that Bose McKinney & Evans LLP does not knowingly employ an unauthorized alien (as defined in Indiana Code 22-5-1.7-9).

CONCLUSION

If the foregoing terms are acceptable to the City, please have an authorized representative of the City so indicate by returning the enclosed copy of this engagement letter dated and signed, retaining the original for your files. We look forward to working with you and the City on these transactions.

BOSE McKINNEY & EVANS LLP

By: _____
Gregory F. Hahn, Partner

GFG:js
Enclosure
Cc: Dennis H. Otten
Chris Burch

ACCEPTED AND APPROVED

CITY OF WEST LAFAYETTE, INDIANA

By: _____
Authorized Representative of City

Printed: _____

Date: _____

AFFIDAVIT RE: EMPLOYMENT OF
UNAUTHORIZED ALIENS

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

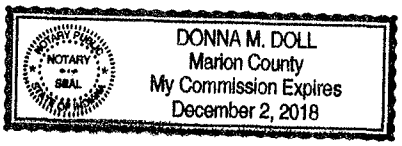
Comes now the affiant herein, Vicki Bruce Hansen, and being first duly affirmed, states that (i) she is the Chief Operations Officer of Bose McKinney & Evans LLP (the "Firm"), (ii) she supervises the employment activities of the Firm and (iii) the Firm does not knowingly employ an unauthorized alien (as defined in Indiana Code 22-5-1.7-9).

Further affiant sayeth not.

Vicki Bruce Hansen, Affiant

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned Notary Public, this 11th day of April, 2014, personally appeared Vicki Bruce Hansen and acknowledged the execution of the foregoing Affidavit. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



Donna M. Doll, Notary Public
Residing in Marion County, Indiana

My commission expires:

_____

This Instrument prepared by Dennis H. Otten, Attorney at Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

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