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March 9, 2021

Indiana Affordable Housing Council, Inc.
Mr. Jeffrey A. Whiting, President
Via email: jwhiting@creallc.com

RE: Engagement of Indiana Affordable Housing Council, Inc. for Public Affairs Representation

Dear Jeff:

Thank you again for joining me at Taft Stettinius & Hollister LLP (“Taft”). As part of the transition, I have been asked to confirm the terms of our engagement and describe the basis on which our firm will provide services to you.

Identity of Client. Our client in this matter will be Indiana Affordable Housing Council, Inc. (“Indiana Affordable Housing Council, Inc.”). Unless otherwise agreed to in writing, our engagement does not extend to Indiana Affordable Housing Council, Inc.’s parent company, affiliates, subsidiaries, officers, directors, shareholders, employees, individual partners or any entities in which Indiana Affordable Housing Council, Inc. owns an interest.

Nature and Scope of Engagement. Taft will represent Indiana Affordable Housing Council, Inc. in connection with the following matters (the “Services”):

1. Work within the state public policy arena to help shape decisions that impact Indiana Affordable Housing Council, Inc.;
2. Disseminate relevant housing industry information to elected officials and policy makers;
3. Engage Indiana Affordable Housing Council, Inc., its members and allies in the political process through various grass roots activities and “calls to action”;
4. Build and maintain positive relations with the State legislators on an ongoing basis;

5. Provide direct contact with State agencies on issues affecting Indiana Affordable Housing Council, Inc.;
6. Provide direct contact with State agencies on issues affecting Indiana Affordable Housing Council, Inc.;
7. Gather and distribute relevant information to the Indiana Affordable Housing Council's leadership for decisions;
8. Monitor committee hearings affecting Indiana Affordable Housing Council, Inc.'s interests;
9. Track and provide real-time monitoring for all legislation introduced in the Indiana General Assembly for issues affecting Indiana Affordable Housing Council, Inc.;
10. Provide a weekly written report regarding the status of all legislation affecting Indiana Affordable Housing Council, Inc.;
11. Provide direct testimony before standing committees on behalf of when needed;
12. Monitor legislative interim study committees and report on the same to Indiana Affordable Housing Council, Inc.; and
13. Provide any other governmental relations services mutually agreed to by Indiana Affordable Housing Council, Inc. and Taft.

While we cannot anticipate all of the work to be done in the course of our representation of Indiana Affordable Housing Council, Inc., we believe the above accurately represents the scope of the project as we understand it. If Indiana Affordable Housing Council, Inc. wishes to change the nature or scope of this engagement, or would like Taft to represent Indiana Affordable Housing Council, Inc. in other matters, please let us know and we will discuss amending or modifying these terms of engagement.

Points of Contact. Mark Shublak will be primarily responsible for your work, but all or a portion of the services may be performed by other Taft professionals. Any questions you have with respect to the way your matter is being handled may be referred to me.

We will report directly to Jeff Whiting in his capacity as President of Indiana Affordable Housing Council, Inc. and to the Chair and members of the legislative committee.

Fees, Costs, and Payment of Statements. The principal basis for computing our fees will be the amount of time spent on the Services by various professionals. We propose a fixed fee arrangement for the Services. Based upon the nature and scope of this project as we understand

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it, our fixed fee will be \$40,000.00, to be paid as a monthly retainer of \$3,333.33. This monthly fee includes charges for all work performed on the project by various professionals, but does not include charges for costs incurred related to photocopying, messenger and delivery service, computerized research, travel, local transportation, meals, telephone conferencing and fax charges, and other incidental expenses. Statements will be rendered monthly, and payment is due promptly upon receipt of our statement. Should the nature and scope of this engagement change, you understand that an adjustment to the fixed fee may be warranted to reflect the broader engagement.

Terms of Engagement. The term of this agreement is twelve months from March 1, 2021. Thereafter, this engagement will continue from year to year until terminated by either party. This contract may be extended, its scope altered, and the fee changed by mutual agreement of Taft and Indiana Affordable Housing Council, Inc. in writing.

State Disclosures. The Indiana Lobby Registration Act under IC 2-7, IC 5-14-7, and the Executive Branch Lobbyist Registration Rule under 25 IAC 6 requires lobbyists and lobbying firms to file a disclosure of their clients and the scope of their representation and fee amounts with the Indiana Lobby Registration Commission or the Indiana Department of Administration. Taft will file the appropriate reports associated with this representation in full compliance with the above described requirements.

Confidentiality. Taft recognizes that during our representation we could become aware of information, practices, or policies which you may wish to keep confidential. Taft agrees to maintain that confidentiality and not disclose information to any outside party during the contract period or thereafter to the extent permitted by law.

Non-Legal Representation. Although Taft is a law firm, Indiana Affordable Housing Council, Inc. understands that Taft is not providing legal services for this engagement. As such, the protections of the attorney-client relationship do not exist. If Indiana Affordable Housing Council, Inc. would like to engage Taft to represent it in future legal matters, a separate engagement letter with additional terms will be required.

Conflicts of Interest. Taft agrees to promptly notify Indiana Affordable Housing Council, Inc. and obtain consent in writing before representing another client if that representation would create an actual or potential conflict of interest, as defined by IC 2-7-5-10, related to Taft's provision of Services under this Agreement.

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Please review this letter carefully. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may continue our work on behalf of Indiana Affordable Housing Council, Inc. at Taft. Please call me if you have any questions.

Very truly yours,

TAFT STETTINIUS & HOLLISTER LLP



Mark I. Shublak

AGREED TO AND ACCEPTED BY:
Indiana Affordable Housing Council, Inc.

By: Jeff Whiting

Printed Name: Jeffrey Whiting

Title: President

Date: March 16, 2021