

November 4, 2015

Mr. Todd Slatin
Lexington-Fayette Urban County Government
200 East Main Street
Division of Central Purchasing, Room 338
Lexington, Kentucky 40507

Dear Todd:

We appreciate the opportunity to be of service to Lexington-Fayette Urban County Government ("Client"). This letter ("Letter") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In order to better understand each party's obligations, the terms "we," "us," and "our" refer to RubinBrown and the terms "you," "your" and "management" refer to Lexington-Fayette Urban County Government. Your engagement of RubinBrown will be governed by the terms of this Letter and the attached RubinBrown LLP Engagement Terms.

Scope of Attest Services for Cost Certification

We will examine both the Federal and Kentucky Heritage Council Historic Preservation Tax Credit Program List of Itemized Project Costs through the completion of rehabilitation period (the Cost Certifications) pertaining to the rehabilitation of the Historic Fayette County Courthouse Project. The costs included in the Cost Certifications will be the responsibility of the management of Lexington-Fayette Urban County Government.

Except as specifically provided for herein, our responsibility for this engagement will be limited to examining the Cost Certifications for the period of time set forth above.

Examination Objective

The objective of our examination is the expression of an opinion about whether your Cost Certifications are presented fairly, in all material respects, in conformity with the basis of accounting and reporting practices prescribed by the Internal Revenue Code. We will issue written reports upon completion of our examination of your Cost Certifications. Our report will be addressed to those responsible for corporate governance of Lexington-Fayette Urban County Government. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Examination Procedures – General

We will conduct our examination in accordance with the attestation standards established by the American Institute of Certified Public Accountants. Accordingly, our procedures will include examining, on a test basis, evidence supporting the amounts and disclosures included in the Cost Certifications and performing other such procedures as we consider necessary to enable us to express an opinion as to whether your Cost Certifications are presented fairly, in all material respects, in conformity with the accounting and reporting practices prescribed by the Internal Revenue Code.

We believe our examination will provide a reasonable basis for our opinion. As practitioners, we must necessarily rely upon the integrity and cooperation of management and the assistance of your accounting staff to provide the information we expect to need for the examination.

Our services cannot be relied upon to detect errors, irregularities, employee or management dishonesty, fraud, embezzlement or other illegal acts (hereinafter collectively referred to as "Irregularities"). However, in performing our services, we will advise the appropriate level of management of any such material Irregularities that come to our attention. However, you must understand that our services cannot be relied upon to detect such Irregularities. If you have concerns about such matters, please discuss them with us. It may be possible to design a special engagement to assist you in uncovering such Irregularities.

Bill Gawrych will serve as the partner responsible for the overall supervision of the engagement and for authorizing the Firm's signature on the examination report letter.

Management Responsibilities

As part of our engagement we may propose standard, adjusting or correcting journal entries in connection with preparation of your Cost Certifications. We will provide you with these proposed journal entries for your review and approval prior to issuing our report. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the Cost Certifications.

You are also responsible for management decisions and functions, and for designating a qualified management-level individual to oversee any bookkeeping, including assistance with the preparation of your Cost Certifications, and any other services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities. You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Cost Certifications, (b) additional information that we may request for the purpose of the examination, and (c) unrestricted access to persons within the company from whom we determine it necessary to obtain information.

Management is solely responsible for (i) the preparation and fair presentation of the Cost Certifications in conformity with the basis of accounting and reporting practices prescribed by the Internal Revenue Code, (ii) selecting and determining the suitability and appropriateness of the criteria upon which the Cost Certifications will be evaluated, (iii) maintaining adequate internal controls, (iv) preventing and detecting fraud, (v) adjusting the Cost Certifications to correct material misstatements, and (vi) affirming to RubinBrown in a written representation letter that the effects of any uncorrected misstatements aggregated by RubinBrown during the current engagement are immaterial, both individually and in the aggregate, to the Cost Certifications taken as a whole.

As a condition of our engagement, management agrees to sign a written representation letter attesting to the completeness and truthfulness of representations and disclosures made to us during the course of our work.

Engagement Administration

The attest documentation for this engagement is the property of RubinBrown and constitutes confidential information. However, we may be requested to make certain attest documentation available to the Internal Revenue Service and/or the Kentucky Heritage Council or its representatives, pursuant to authority given to it by law or regulation. Access to such attest documentation will be provided under the supervision of RubinBrown personnel. Furthermore, upon request, we may provide copies of selected attest documentation to the Internal Revenue Service and/or the Kentucky Heritage Council representatives. The Internal Revenue Service and/or the Kentucky Heritage Council may decide to distribute the copies or information contained therein to others, including other governmental agencies.

Scope of Financial Modeling Services

We will prepare the financial computer model, including revisions as necessary and directed by the Client, for the Historic Fayette County Courthouse Project, from the information that you have provided. This model, provided to help you analyze the possible viability of the project, will be solely for internal use, approved client advisors, prospective investors and financial partners and their advisors. This model should not be presented to or relied upon by any third parties, other than those listed above.

Preparation of a financial computer model involves assembling the model based on management's assumptions and performing certain other procedures with respect to the model without evaluating the support for, or expressing an opinion or any form of assurance on, the assumptions underlying it.

If for any reason we are unable to complete the financial computer model, we will not distribute the model as a result of this engagement.

A financial computer model presents, to the best of management's knowledge and belief, the entity's expected sources and uses of funds, results of operations, and cash flows for the period reflected.

Management is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted results.

There will usually be differences between the projected computer model and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update our computer model for events and circumstances that have occurred after the date the computer model was prepared.

In order for us to complete the computer model, management must provide assumptions that are appropriate. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement, and, accordingly, we will not distribute the computer model.

Amy Broadwater will serve as the partner responsible for the overall supervision of the engagement.

We will also perform tax consulting services related to the tax structure of the project.

Our services cannot be relied upon to detect errors, irregularities, employee or management dishonesty, fraud, embezzlement or other illegal acts (hereinafter collectively referred to as "Irregularities"). In performing our services, we will advise the appropriate level of management of any such material Irregularities that come to our attention. However, you must understand that our services cannot be relied upon to detect such Irregularities. If you have concerns about such matters, please discuss them with us. It may be possible to design a special engagement to assist you in uncovering such Irregularities.

Scope of Attest Services for Compiled Financial Forecast

We will compile, in accordance with attestation standards established by the American Institute of Certified Public Accountants, from the information you provide, financial projections for the Historic Fayette County Courthouse Project (the foregoing financial projections are referred to as the "Financial Statements"). Except as specifically provided for herein, our responsibility for this engagement shall be limited to compiling the Financial Statements for the period of time set forth in the preceding sentence and does not include an audit or review of such statements.

These financial forecasts and projections will be presented on the accounting basis to be used by the Company for federal income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A financial forecast presents, to the best of managements' knowledge and belief, the Company's expected sources and uses of capital funds, taxable income (loss) and cash flows for the forecast period.

It is based on management's assumptions, reflecting conditions management expects would exist and course of action management expects to be taken during the forecast period. It does not include evaluation of the support for the assumptions underlying the forecast. We will not examine the forecast and, accordingly, will not express an opinion or any other form of assurance on the accompanying statements, schedule, or reasonableness of the underlying assumptions.

A financial projection presents, to the best of managements' knowledge and belief, the projected cumulative benefits of an investment. It is based on managements' assumptions, reflecting conditions management expects would exist, and courses of action management expects would be taken during the projection period assuming Client-specified income tax rates are accurate and hypothetical winding-up assumptions are achieved. We will not examine the projection and, accordingly, will not express an opinion or any other form of assurance on the accompanying schedules or reasonableness of the underlying assumptions.

If for any reason we are unable to complete our compilation of the financial forecast and projection, we will not submit them or issue a report on them as a result of this engagement. Management is responsible for representations about its plans and expectations and for disclosure of significant information that might affect the ultimate realization of the forecasted and projected results.

There will usually be differences between the forecasted and projected results and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to the effect. We have no responsibility to update our report for events and circumstances occurring after the date of our report.

At the conclusion of the engagement, management agrees to supply us with representation letters, which, among other things, will confirm managements' responsibility for the underlying assumptions and the appropriateness of the financial forecast and projection and their presentation.

In order for us to complete this engagement, management must provide assumptions that are appropriate for the forecast and projection. If the assumptions provided are inappropriate and have not been revised to our satisfaction, we will be unable to complete the engagement, and, accordingly, we will not submit the forecast or projection or issue a report on them.

Bill Gawrych will serve as the partner responsible for the overall supervision of the attest engagement and for authorizing the Firm's signature on the compilation report letter.

Your management is solely responsible for (i) the accuracy and completeness of the Financial Statements including the related footnotes, (ii) selecting sound accounting principles, (iii) maintaining adequate internal controls, (iv) preventing and detecting fraud, and (v) adjusting the Financial Statements to correct material misstatements.

Our services cannot be relied upon to detect errors, irregularities, employee or management dishonesty, fraud, embezzlement or other illegal acts (hereinafter collectively referred to as "Irregularities"). In performing our services, we will advise the appropriate level of management of any such Irregularities that come to our attention.

However, you must understand that our services cannot be relied upon to detect such Irregularities. If you have concerns about such matters, please discuss them with us. It may be possible to design a special engagement to assist you in uncovering such Irregularities.

You are also responsible for management decisions and functions, and for designating a qualified management-level individual to oversee any bookkeeping, tax or other services we provide.

You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Timing and Fees

Fees for our Cost Certification Attest Services will be based on the actual time expended at our normal billing rates in effect at the time the services are provided, not to exceed \$9,500.

Fees for our Financial Modeling Services will be based on the actual time expended at our normal billing rates in effect at the time the services are provided, not to exceed \$24,000.

Fees for our Compiled Financial Forecast Services will be based on the actual time expended at our normal billing rates in effect at the time the services are provided, not to exceed \$2,500.

The fees are based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional fees are necessary, we will discuss them with you and agree to a new fee estimate before additional fees are incurred. We will keep you informed of our progress and work closely with you to structure our work to ensure that it is completed in a cost-effective manner.

Engagement Terms


Attached is an additional statement of terms regarding our engagement titled, RubinBrown LLP Engagement Terms (hereinafter "RubinBrown Engagement Terms"). The RubinBrown Engagement Terms are hereby incorporated by reference and the contents of this Letter should be construed in accordance with the terms set forth therein, unless expressly stated otherwise in this Letter. When construing or interpreting the contents of this Letter or the terms of our engagement, the RubinBrown Engagement Terms will govern. To the extent any apparent or actual contradiction may exist, the RubinBrown Engagement Terms will be deemed controlling and will supersede any such statement contained herein, unless expressly stated otherwise in the provision or portion of this Letter at issue.

Conclusion

We appreciate the opportunity to be of service to you. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Letter and the RubinBrown Engagement Terms, please sign the enclosed copy and return it to us. By signing the enclosed copy of this Letter, you acknowledge that you have read, understood and agreed to the terms as set forth in this Letter and in the RubinBrown Engagement Terms.

Sincerely,

RubinBrown LLP



Amy L. Broadwater, CPA
Partner
Direct Dial Number: 314.290.3293
Email: amy.broadwater@rubinbrown.com

Attachment(s):
Exhibit A - RubinBrown LLP Engagement Terms

By signing below, the signatory further represents and warrants that she/he is authorized to approve the terms of this engagement on behalf of Lexington-Fayette Urban County Government.

Approved By: _____ Date: _____

Mayor

EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

These Engagement Terms (the "Terms") and the engagement letter (the "Letter") incorporating the Terms (the Terms and Letter are hereinafter collectively referred to as the "Agreement"), entered into by and between RubinBrown LLP ("RubinBrown") and Client, set forth the terms and conditions of RubinBrown's engagement with Client (the "Engagement"). These Terms shall also apply to any additional work that Client requests RubinBrown to perform unless a separate engagement letter is entered into by and between RubinBrown and Client for such additional work.

1. **Agreed Upon Scope of Work.** RubinBrown shall be obligated only for the services, work product and deliverables specified in the Letter, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Unless expressly provided for in the Letter, RubinBrown's services do not include giving testimony, appearing or participating in discovery proceedings, administrative hearings, court, or other legal or regulatory inquiries or proceedings and, in the event RubinBrown later agrees to perform such services, RubinBrown will charge and Client shall pay RubinBrown's customary fee for such services.

2. **Period Covered.** This engagement letter covers the period beginning on the date the described services begin and ending on the date all such services have been completed. Except where a separate engagement letter is used, the terms of the Letter and these Terms will apply to any such additional work we are asked to perform.

3. **Billing Terms.** Invoices will be rendered monthly and presented to you for services performed in the prior month and are due and payable within 30 days of the date of the billing statement. We reserve the right to suspend or terminate further services until payment is received on all invoices that are not paid in full within 30 days of the date of the billing statement. In the event that we suspend or terminate this engagement as a result of non-payment, you agree that we will not be responsible for your failure to meet government or other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet said deadlines. A 1½% per month service charge will be added to balances remaining unpaid 60 days or more after the invoice date.

4. **Cooperation and Participation.** While RubinBrown may from time to time suggest various options that may be available to Client and further give its professional evaluation of each of these options, Client must make the ultimate decision as to which, if any, of these options to implement. Client shall be solely responsible for applying independent business judgment with respect to RubinBrown's services, work product and/or deliverables (including decisions regarding implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. RubinBrown shall be entitled to rely on all decisions and approvals of Client (and its counsel). Except as specifically provided in the Letter, RubinBrown shall be entitled to rely on the accuracy and completeness of all information provided by Client, and RubinBrown has no duty to verify the accuracy or completeness of information provided by Client.

5. **Access to Resources and Information.** Unless specified herein as the responsibility of RubinBrown to provide, Client shall obtain for RubinBrown, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for RubinBrown to perform the services contemplated hereunder (including the use of any necessary software or data). Client shall also provide RubinBrown with such information, signoffs and assistance as may be necessary for RubinBrown to perform the Engagement or as RubinBrown may reasonably request.

6. **Record Retention.** Pursuant to RubinBrown's record retention policy, at the conclusion of this Engagement, RubinBrown may retain copies of the records supplied to RubinBrown by Client and RubinBrown will return all such original records to the Client. The records and files retained by RubinBrown are RubinBrown's property and are not a substitute for the Client's own records. Client shall be responsible for retaining and maintaining records of its operations and records required to backup and support the Client's financial reports and tax returns. RubinBrown will destroy Client files and all pertinent work papers after a retention period of seven years, after which time these items will no longer be available. In addition, catastrophic events or physical deterioration may result in RubinBrown's records being unavailable.

EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

7. **Confidentiality.** RubinBrown shall maintain the confidentiality of Client information, which is of a confidential nature, using the same degree of care it uses in maintaining its own confidential information. Nothing herein shall preclude RubinBrown from disclosing confidential Client information in response to a validly issued and enforceable subpoena or as otherwise required by law, or from disclosing confidential Client information to RubinBrown's attorneys, advisors, insurers, or agents who agree to maintain the confidentiality of such information, with or without notice to Client.

In the course of providing professional services to Client in connection with this engagement, RubinBrown may require the assistance of third party professional service providers with specialized capabilities or expertise. RubinBrown enters into confidentiality agreements with such third party professional service providers to ensure that confidential information of its clients is fully protected from loss or misuse. In the event RubinBrown is unable to secure an appropriate confidentiality agreement, Client will be asked to provide its consent prior to the sharing of its confidential information with the third-party professional service provider.

Except as otherwise specifically provided herein, Client shall at no time disclose any of RubinBrown's services, fees, work product, deliverables and other confidential material, including but not limited to internally developed financial models, or RubinBrown's role in the Engagement, to any third party (except to a government agency, to the extent such filing is an agreed objective of the Agreement, or as otherwise legally compelled, or as part of an Open Records Request) without RubinBrown's prior written consent in each case. Client's use of RubinBrown's services, work product or deliverables hereunder (except for copies of filed tax returns) shall in any event be restricted to the stated purpose, if any, in the Letter and otherwise to Client's internal business use only. Client and RubinBrown each retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the Engagement. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning the Engagement, as well as other means of communication used or accepted by the other.

Notwithstanding anything herein to the contrary, (i) no term of the Agreement is intended to be, and shall not be construed to be, a condition of confidentiality as such term is used in Sections 6011, 6111 and 6112 of the Internal Revenue Code of 1986, as amended ("IRC"), the regulations thereunder and/or Section 10.35 of Treasury Department Circular 230 ("Circular 230"), (ii) Client is hereby authorized to disclose to any and all persons, without any limitation of any kind, any aspect of any entity, plan, arrangement or transaction RubinBrown introduces, addresses or recommends, or with respect to which RubinBrown provides advice, consultation or services pursuant to the Agreement, it being Client's duty to ascertain whether any additional authorization from any other person or entity is necessary or desirable, and (iii) there is no limitation imposed herein on any person or entity on disclosure of the tax treatment, tax structure or tax strategy of any transaction that is the subject of written advice (as defined in Circular 230) provided by RubinBrown pursuant to the Agreement.

RubinBrown is required to comply with certain peer review requirements in order to maintain its professional licensing. In complying with these peer review requirements certain confidential information may be disclosed to the reviewer. These peer reviews are only conducted by other qualified professionals who are subject to maintaining the confidentiality of information disclosed in the course of the review. Client acknowledges that these confidential disclosures by RubinBrown are not a violation of RubinBrown's obligation to maintain the confidentiality of information.

EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

8. **Subpoenas for Client's Records and Information.** At any time during or after our Engagement, should RubinBrown receive a subpoena from a Third Party seeking production of Client's records or confidential information, or testimony relating to RubinBrown's Engagement, RubinBrown will, to the extent permitted by law, notify Client using the last contact information for Client known to RubinBrown. Upon such notification, should Client wish to take action to protect its records and /or its information from production in compliance with the subpoena, it shall be Client's obligation to do so in compliance with applicable law, at Client's expense, using counsel of Client's choice. Irrespective of Client's decision regarding what action, if any, it intends to take to protect its records and information, RubinBrown shall have the right to engage its own counsel to assist and advise RubinBrown in coordinating with Client and/or Client's counsel in this regard, and/or in responding to the subpoena.

9. **Taxpayer Confidentiality Privileges: Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by RubinBrown may be subject to one or more claims of privilege by or on behalf of Client (e.g., the attorney-client privilege, the IRC SEC 7525 tax advisory privilege, etc.). Although Client is solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), RubinBrown shall cooperate with Client's reasonable written instructions regarding such privileges.

10. **Management Dishonesty.** While RubinBrown will advise Client if RubinBrown discovers errors or irregularities, Client understands and agrees that Client cannot rely on RubinBrown to detect employee or management dishonesty, including, without limitation, embezzlement, unless specifically set forth in the Letter.

11. **External Factors: Standards of Performance.** Client acknowledges that the Engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers are often uncertain or unverifiable in advance and where facts and available information change with time. Accordingly, evaluation of RubinBrown's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in the Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the Client's own business practices, RubinBrown has no responsibility to advise Client of any such changes and Client acknowledges the need for it to re-evaluate RubinBrown's preceding services, work product and deliverables. RubinBrown reserves the right, in whole or in part, to decline to perform certain tasks or withdraw from the Engagement entirely if information comes to RubinBrown's attention indicating that performing such tasks could cause RubinBrown to be in violation of any applicable law, regulations or standards, to be in a conflict of interest or to suffer reputational damage.

12. **Affiliates.** If the Letter provides that RubinBrown's services, work product or deliverables may pertain not only to Client but also to a parent, subsidiaries, affiliates, advisors, contractors, family members, related trusts, partnerships, partners, estates or foundations, such Affiliates shall be bound by the terms of the Agreement. Client shall, as may be requested by RubinBrown from time to time (including subsequent to completion of the Engagement), obtain written confirmation of their agreement to the terms of the Agreement.

EXHIBIT A - RUBINBROWN LLP ENGAGEMENT TERMS

13. **Limitation of Liability.** The liability of RubinBrown (including its partners, employees, agents and affiliated companies) to Client (and any purported third-party beneficiaries, including Affiliates) for any claim or damages (including but not limited to incidental, special, exemplary, punitive or consequential), whether in contract, strict liability, tort (including but not limited to RubinBrown's NEGLIGENCE or FAULT, except that this provision does not purport to limit liability for RubinBrown's intentional/willful torts or for any other liabilities for which a limitation of liability is prohibited by Kentucky law), or otherwise, arising outof, connected with, or resulting from RubinBrown's services, work product or deliverables or the

Engagement generally, shall not exceed all fees related to the Engagement paid by Client to RubinBrown, even if RubinBrown has been advised of the possibility of such claims or damages.

14. **Baker Tilly International.** RubinBrown is an independent member of Baker Tilly International. Baker Tilly International Limited is an English Company. Baker Tilly International provides no professional services to clients. Each of the member firm is a separate and independent legal entity and each describes itself as such. RubinBrown is not Baker Tilly International's agent and does not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, RubinBrown or any of the other independent member firms of Baker Tilly International has any liability for each other's acts or omissions. In addition, neither Baker Tilly International nor any other member has a right to exercise management control over any other member firm. RubinBrown shall in no event be held liable for any work or conduct (whether negligent, intentional, fraudulent, or otherwise) done by Baker Tilly International or any other member firm.

. The Risk Management provisions of RFP No. ___-2015 are incorporated herein as if fully stated.

15. **Release for Client Misrepresentation.** Client releases RubinBrown, its partners, officers, managers, personnel, agents, employees, affiliated companies, successors from any liability and costs, including attorney's fees, resulting from knowing misrepresentations by management of Client.

16. **Independent Contractor Status.** Each party is an independent contractor with respect to the other and shall not be construed as having an employment, partnership, trustee or fiduciary relationship.

17. **Assignments and Successors.** Neither party may assign any of its rights or benefits under the Agreement without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted successors, assigns, heirs, estates, and legal representatives of the parties. Notwithstanding the foregoing, RubinBrown may authorize and allow its affiliates and contractors to assist in performing the Engagement and to share in RubinBrown's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in the Agreement.

18. **No Third Party Rights.** Unless specifically set forth in the Letter, nothing expressed or referred to in the Agreement will be construed to give any person, other than the parties to the Agreement, any legal or equitable right, remedy, claim, benefit, priority or interest under or with respect to the Agreement or any provision of the Agreement. Except as specifically provided in the Letter, the Agreement and any services, work product or other deliverables hereunder are for the sole and exclusive benefit of the Client and its permitted successors and assigns, and neither Client nor RubinBrown intends for RubinBrown's services to be used by or to provide any benefit or guidance to any other persons. The work product or services provided hereunder shall not be disclosed or disseminated to third parties or used for any purpose, other than as specifically set forth in the Letter, without RubinBrown's prior written consent.

19. Mediation. If Client (including any purported third-party beneficiaries, including Affiliates) is dissatisfied with the quality or timeliness of RubinBrown's services, or believes such services were in any way negligently performed, Client agrees to promptly notify RubinBrown in writing of its dissatisfaction and specifically set forth its complaints. If the parties are unable to resolve their differences within thirty (30) days after RubinBrown's receipt of Client's written notice, it is agreed that either party may invoke the services of an impartial mediator under the auspices of the commercial mediation rules of the American Arbitration Association, United States Arbitration and Mediation Service, or any other national neutral mediation service, at the election of the party who first requests mediation. It is agreed that no claim

pertaining to the quality or timeliness and/or alleged negligence of RubinBrown's provided services shall be arbitrated unless the foregoing procedures have first been followed and the mediator fails to settle the claim within thirty (30) days after the mediation process has concluded.

20. Governing Law. The Agreement, including its formation, the parties' respective rights and duties and all disputes that might arise from or in connection with the Agreement or its subject matter, shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to conflicts of laws rules.

21. Construction. To the extent any apparent or actual contradiction may exist when construing or interpreting the contents of the Letter and the Terms, the Terms shall control and supersede any statement contained in the Letter, unless expressly stated otherwise in the provision or portion of the Letter or Terms at issue.

22. Waivers. Neither the failure nor any delay by any party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

23. Entire Agreement and Modification. The Agreement supersedes all prior agreements, arrangements and communications between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. The Agreement may not be modified or amended except by the mutual written agreement of both parties.

24. Severability. If any arbitrator or court of competent jurisdiction holds any provision of the Agreement invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

25. Headings. The headings of paragraphs contained in the Agreement are provided for convenience only. They form no part of the Agreement and shall not affect its construction or interpretation.