

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT** (the "Agreement") dated for convenience as of the 31<sup>st</sup> day of May, 2013, and effective retroactively to December 13, 2012 (the "Effective Date"), is made and entered into by and among (i) the **KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT**, a governmental agency of the Commonwealth of Kentucky, with an address of Old Capitol Annex, 300 West Broadway, Frankfort, Kentucky 40601 (the "Cabinet"); (ii) the **STATE PROPERTY AND BUILDINGS COMMISSION**, a governmental agency of the Commonwealth of Kentucky, with an address of Capitol Annex Building, Room 383, Frankfort, Kentucky 40601 (the "Commission"); (iii) the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, with an address of 200 East Main Street, Lexington, Kentucky 40507 (the "LFUCG"); and (iv) **BINGHAM MCCUTCHEN LLP**, a Massachusetts limited liability partnership, with an address of One Federal Street, Boston, Massachusetts 02110 (the "Company").

**WITNESSETH**

WHEREAS, it is the public policy of the Commonwealth of Kentucky to encourage, promote, and support economic development, new job formation, and the development and growth of industry and commerce, and to preserve existing jobs in Kentucky for the public purposes of providing employment opportunities for its citizens and residents, alleviating conditions of unemployment, stabilizing and promoting the economy of Kentucky, and creating new tax bases and sources of revenue for the Commonwealth;

WHEREAS, Section 154.12-100 of the Kentucky Revised Statutes authorizes and empowers the Commonwealth to promote economic development in Kentucky by undertaking and financing economic development bond projects, as more particularly described therein;

WHEREAS; the Commonwealth, LFUCG, and the Company have entered into various negotiations with regard to the Company's establishment of a global services center to provide finance, accounting, human resources, information and technology, operations, marketing communications, research and knowledge services, as well as certain risk management functions unique to law firms which service center is to be located in Lexington, Fayette County, Kentucky, at an approximate total cost of Seven Million One Hundred Fifty-Six Thousand Seven Hundred Thirty-Eight Dollars(\$7,156,738), which Project (as defined herein) the Company represents will result in Two Hundred Fifty (250) new, Full-Time Jobs for Kentucky residents, as more particularly described herein;

WHEREAS, the Cabinet, the Commission, LFUCG, and the Company negotiated the preliminary terms of this Agreement in which the Cabinet approved a grant in an

amount not to exceed **Four Hundred Fifty Thousand Dollars (\$450,000)** to LFUCG for the benefit of the Company to assist with the Project (as herein defined) in exchange for the Company's agreement to create a minimum of Two Hundred Fifty (250) new, Full-Time Jobs, as more particularly described herein;

WHEREAS, the Kentucky Economic Development Finance Authority ("KEDFA") approved this grant at a duly constituted meeting of its board on December 13, 2012, and both the Commission and the Capital Projects and Bond Oversight Committee approved it thereafter; and

WHEREAS, it is appropriate and in the public interest that the Commonwealth make a commitment of financial resources in order to encourage and support economic development endeavors approved by the Cabinet and the Commission pursuant to KRS 154.12-100;

NOW THEREFORE, in order to induce the Cabinet to make a grant to LFUCG in the amount set forth in Section 2.1 hereof, and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality, and sufficiency of all of which is hereby acknowledged by the parties hereto, the Commission, the Cabinet, LFUCG, and the Company hereby agree as follows:

#### SECTION 1 DEFINITIONS

1.1 Definitions. For the purposes hereof, the following words and phrases shall have the meanings ascribed thereto:

- (1) "Agreement" shall mean this Grant Agreement by and among the Cabinet, the Commission, LFUCG, and the Company;
- (2) "Cabinet" shall mean the Cabinet for Economic Development, a governmental agency of the Commonwealth;
- (3) "Commission" shall mean the State Property and Buildings Commission, a governmental agency of the Commonwealth;
- (4) "Commonwealth" shall mean the Commonwealth of Kentucky and all governmental agencies, authorities, and political subdivisions thereof, including without limitation the Commission and the Cabinet, but excluding LFUCG;
- (5) "Disbursement" shall mean the distribution of proceeds of the Grant by the Cabinet to LFUCG for the benefit of the Company pursuant to Section 2 of this Agreement;
- (6) "Economic Development Project" shall mean the acquisition of any real estate and the construction, acquisition, expansion, improvement, renovation, and installation thereon and with respect thereto of improvements and facilities necessary

and useful for the improvement of the real estate for conveyance to or lease to industrial firms to be used for manufacturing, processing, or assembling purposes, including without limitation (i) surveys; (ii) site tests and inspections; (iii) subsurface site work; (iv) excavation, removal of structures, roadways, cemeteries, and other surface obstructions; (v) filling, grading, and provision of drainage; (vi) storm water retention; (vii) installation of utilities, such as water, sewer, sewage treatment, gas, electricity, communication, and other similar facilities; (viii) off-site construction of utility extensions to the boundaries of the real estate; (ix) construction and installation of buildings, including buildings to be used for worker training and education; (x) rail facilities; (xi) roads, sidewalks, curbs, and other improvements; (xii) workforce training and education; and (xiii) any other use approved in writing by the Cabinet;

(7) "Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as defined below) at the Facility, as opposed to a part-time employee or an independent contractor;

(8) "Event of Default" shall mean the happening of any one or more of the events or occurrences designated as "Events of Default" pursuant to Section 10 of this Agreement;

(9) "Facility" shall mean the Company's facility for the establishment of a global services center to provide finance, accounting, human resources, information and technology, operations, marketing communications, research and knowledge services, as well as certain risk management functions unique to law firms, located in Fayette County, Kentucky;

(10) "Full-Time Job" shall mean a job held by a person who is a Kentucky resident subject to the Kentucky individual income tax imposed by KRS 141.020 and is required to work a minimum of thirty-five (35) hours per week, which when projected on an annual basis, would equal a minimum of 1,750 hours worked;

(11) "Grant" shall mean the economic development bond grant in the principal amount set forth in Section 2.1 hereof, issued to LFUCG pursuant to KRS 154.12-100 and the terms and conditions of this Agreement;

(12) "Grant Documents" shall collectively refer to this Agreement and all other agreements, documents, and instruments referred to in this Agreement or otherwise evidencing or pertaining to or executed in connection with the Grant, together with any and all agreements, documents, or instruments made in modification, amendment, renewal, extension, substitution, or replacement thereof;

(13) "Grant Repayment Funds" shall have the meaning set forth in Section 8.1 hereof;

(14) "Jobs Requirement" shall have the meaning set forth in Section 7.7 hereof;

(15) "Laws" shall include all laws, statutes, court decisions, rules, orders, and regulations of the United States of America, the States thereof and of their respective counties, municipalities, and other subdivisions, and shall include without limitation the laws, statutes, court decisions, rules, orders, and regulations of any other applicable jurisdiction;

(16) "Letter of Credit" shall have the meaning set forth in Section 4.9.

(17) "LFUCG" shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth created pursuant to KRS Chapter 67A;

(18) "Person" shall include an individual, firm, trust, estate, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof;

(19) "Project" shall mean that certain project consisting of the Company's establishment of a global services center to provide finance, accounting, human resources, information and technology, operations, marketing communications, research and knowledge services, as well as certain risk management functions unique to law firms at an approximate total cost of Seven Million One Hundred Fifty-Six Thousand Seven Hundred Thirty-Eight Dollars (\$7,156,738);

(20) "Request for Disbursement" shall mean a written request to the Cabinet for the making of a disbursement of the proceeds of the Grant, in form, substance, and detail satisfactory to the Cabinet, substantially in the form attached hereto and made a part hereof as Exhibit A; and,

(21) "Unmatured Default" shall mean the happening of any event or occurrence which would, together with the delivery of any required notice or the passage of any required period of time, constitute an Event of Default under this Agreement or any of the other Grant Documents.

## SECTION 2 THE GRANT

2.1 Agreement to Make Grant. Pursuant to KRS 154.12-100, the Cabinet hereby agrees to make and LFUCG hereby agrees to accept, for the benefit of the Company, the Grant in the original principal amount of Four Hundred Fifty Thousand Dollars (\$450,000), subject to and in accordance with the terms, covenants, and conditions set forth in this Agreement. LFUCG and the Company expressly agree to comply with and to perform all of the terms, covenants, and conditions of this Agreement and the other Grant Documents, as the same apply to each of them.

2.2 Use of Proceeds. The proceeds of the Grant shall be disbursed to LFUCG, which shall further promptly disburse said proceeds to the Company to finance, in part, the Project, in accordance with the terms and conditions of this Agreement and the other Grant Documents;

2.3 Disbursement. Disbursements of proceeds of the Grant shall be made by the Cabinet to LFUCG in one or more draws upon (i) execution of this Agreement on or before June 30, 2013, by each of the respective parties hereto; (ii) the full performance by all applicable parties of each of the conditions precedent to the Grant set forth in Section 4 of this Agreement and in each of the other Grant Documents, including, but not limited to, the satisfaction of any and all requirements with respect to the Letter of Credit specified herein; and (iii) upon the receipt by the Cabinet of a properly completed and executed Request for Disbursement, which shall be submitted by LFUCG promptly upon request by the Company, and delivered to the Cabinet not less than ten (10) days prior to the date requested for the Disbursement, to which shall be attached any supporting documentation requested by the Cabinet. Requests for Disbursement may be submitted to the Cabinet not more frequently than once a month.

2.4 Amount of Disbursements. The specific amount of any Disbursement shall not exceed the amount justified by the Request for Disbursement and by the documentation received by the Cabinet in support thereof. LFUCG agrees to deliver to the Cabinet at any time and from time to time, upon request of the Cabinet, all receipts, vouchers, statements, bills of sale, or other evidence satisfactory to the Cabinet of actual payment of the costs associated with the Project. The Company agrees to provide LFUCG the documents necessary to support any such request.

2.5 Right to Withhold Funds. The Cabinet may amend, reduce, or withhold funding of any Disbursement until such time as the Cabinet shall be satisfied in its sole discretion that the requirements set forth in this Agreement have been performed in full and that the Request for Disbursement and the documentation received by the Cabinet in support thereof support the amount of the Disbursement requested by LFUCG. The Cabinet may elect to amend, reduce, or withhold any Disbursement if the Cabinet determines at any time in its sole discretion that (i) LFUCG or the Company shall have failed to perform any condition precedent to the Disbursement under the terms and conditions of this Agreement or the other Grant Documents; or (ii) should any Event of Default or Unmatured Default have occurred and be continuing.

### SECTION 3 ADDITIONAL FINANCING

The Company hereby represents and warrants to the Cabinet that it has committed at least Six Million Two Hundred Fifty-Six Thousand Seven Hundred Thirty-Eight Dollars (\$6,256,738) of required funds toward the Project for total estimated Project cost of at least Seven Million One Hundred Fifty-Six Thousand Seven Hundred Thirty-Eight Dollars (\$7,156,738). The Company agrees to provide evidence that sufficient funds are available when combined with the Grant for the payment of the costs of the Project, and the Company further agrees to notify the Cabinet in the event of any expected potential shortfall of available funds.

SECTION 4  
CONDITIONS PRECEDENT TO THE MAKING OF THE GRANT

The Cabinet's obligation to make the Grant and disburse funds shall be conditioned upon the prior fulfillment of the following conditions:

4.1 No Defaults. No Event of Default or Unmatured Default under the Agreement or any of the other Grant Documents shall exist.

4.2 Compliance. LFUCG and the Company shall have observed or complied with all provisions of this Agreement, as the same apply to each of them.

4.3 Request for Disbursement. LFUCG shall have provided to the Cabinet the Request for Disbursement along with all required supporting documentation justifying the disbursement amount requested.

4.4 Grant Documents. LFUCG and the Company each shall execute and fully perform each of the conditions precedent to the Grant set forth in this Agreement and in each of the other Grant Documents, as the same apply to each of them.

4.5 LFUCG Approval. LFUCG shall have provided certified copies of any resolutions or ordinances authorizing LFUCG's participation in the Grant and execution of Grant Documents.

4.6 Employment Waiver and Authorization. The Company hereby authorizes the Cabinet to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to the Cabinet on a confidential basis all information in the possession of OET concerning the number of people employed by the Company at its Facility, and the number of hours worked by those employees. This authorization shall terminate upon the earlier of satisfactory completion of the Jobs Requirement or upon termination of this Grant Agreement. The Company hereby releases OET from any and all responsibility for disclosing to the Cabinet the information requested in connection with this Grant Agreement.

4.7 Childcare Assistance. The Company shall have provided pursuant to KRS 154.12-100, on the Cabinet's application form, information specifying any child care assistance provided for the dependents of Employees of the Facility who are twelve (12) years of age or younger.

4.8 Evidence of Additional Funds. The Company shall have provided evidence satisfactory to the Cabinet as to the availability of additional funding represented in Section 3 hereof.

4.9 Letter of Credit or Other Collateral. The Company shall have provided an executed letter of credit ("Letter of Credit") in favor of the Cabinet and LFUCG, in a form acceptable to the Cabinet issued by a financial institution acceptable to the Cabinet.

4.10 Permits and Licenses. If and when required by the Cabinet, the Company shall provide evidence satisfactory to the Cabinet that all permits, licenses, certifications, authorizations, and zoning requirements have been obtained from the proper governmental authorities, including state and local authorities, necessary for the completion of the Project.

## SECTION 5 INSURANCE

5.1 Insurance. During the term of this Agreement, and during any extensions or renewals thereof, the Company shall carry and maintain on the Project property and casualty insurance, general public liability insurance, worker's compensation insurance, and, if applicable, flood insurance, in such form and in such amounts as are customarily carried by prudent business operations similarly situated, and shall pay all premiums relating thereto on or before the due date thereof, all in accordance with the terms and conditions of this Agreement.

5.2 Notice of Casualty. The Company shall promptly give written notice of any material damage to or destruction of the Project to the Commission, the Cabinet, and LFUCG.

## SECTION 6 REPRESENTATIONS AND WARRANTIES

LFUCG and the Company, as applicable, hereby represent and warrant to the Cabinet as follows, and the parties hereto understand and agree that LFUCG and the Company each make such representations and warranties as to itself only in its own behalf, and shall have no responsibility for the representations and warranties of the other:

### 6.1 Existence.

(1) The Company is a limited liability partnership duly organized or formed, validly existing, and in good standing under the laws of the state of Massachusetts and has filed with the Kentucky Secretary of State a Statement of Foreign Qualification.

(2) LFUCG is an urban county government, organized and existing under the Constitution and laws of the Commonwealth.

6.2 Authority to Act. LFUCG and the Company have the requisite power, capacity, and authority to execute and deliver this Agreement and the other Grant Documents, to consummate the transactions contemplated by this Agreement and the other Grant Documents to which each is a party, and to observe and to perform this Agreement and the other Grant Documents to which each is a party in accordance with their respective terms and conditions. The Persons executing and delivering this Agreement and the other Grant Documents on behalf of the Company and the Persons executing this Agreement and the other Grant Documents on behalf of LFUCG have

been and are duly authorized to enter into this Agreement and the other Grant Documents to which each is a party on behalf of the Company or LFUCG, as applicable.

6.3 Validity of Grant Documents; Compliance with Law. The Grant Documents are in all respects the legal, valid, and binding obligations of LFUCG and the Company according to their respective terms and conditions, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles. The execution and delivery of this Agreement and the other Grant Documents, and the performance or observance by LFUCG and the Company of the terms and conditions thereof, does not and will not violate any existing provisions of the Company's organizing documents and any amendments thereto, or other agreements of organization, or any Laws applicable to LFUCG or the Company.

6.4 Approvals. LFUCG and the Company have taken all actions necessary to approve the Grant Documents and their participation in the Grant with respect to the Project.

6.5 Government Requirements. The real property on which the Project will be located is in conformity with all required zoning and other governmental requirements or has received variances allowing such lack of conformity. The Project has been approved by all necessary governmental authorities, including state and local authorities, and the Company has obtained all necessary permits, licenses, certifications, and authorizations necessary for completion of the Project.

6.6 Litigation. No litigation or proceeding involving LFUCG or the Company is pending or, to the best of the knowledge of LFUCG or the Company, is overtly threatened in writing in any court or administrative agency that, if determined adversely to LFUCG or the Company, would reasonably be likely to have a materially adverse impact on the ability of either of them to perform any of their respective obligations under this Agreement or under any of the other Grant Documents (in each case after giving effect to applicable insurance coverage).

6.7 No Defaults. Neither LFUCG nor the Company is in default under any material contract, agreement, lease, bank loan, or credit agreement to which either of them is a party or by which either is bound, nor has any event occurred which after the giving of notice or the passage of time, or both, would constitute a default under any such contract, agreement, lease, bank loan, or credit agreement, which would reasonably be likely to have a materially adverse impact on the ability of any of them to perform any of their respective obligations under this Agreement or under any of the other Grant Documents (in each case after giving effect to applicable insurance coverage). No Unmatured Default or Event of Default exists on the date hereof, nor shall any such Unmatured Default or Event of Default begin to exist immediately after the execution and delivery of this Agreement or the other Grant Documents.



6.8 Conflicting Transactions. The consummation of the transaction contemplated hereby and the performance of the obligations of LFUCG and the Company under and by virtue of this Agreement and the other Grant Documents shall not result in any breach of, or constitute a default under, any material contract, agreement, lease, bank loan, or credit agreement to which either is a party or by which either is bound.

6.9 Disclosure. Neither this Agreement nor any of the other Grant Documents contain any false or misleading statement of or omission of any material fact. There is no fact known to LFUCG or the Company that materially and adversely affects, or in the future could materially and adversely affect, the business, operations, affairs, or condition, financial or otherwise, of LFUCG or the Company that has not been disclosed in writing to the Cabinet.

6.10 Financial Statements. Each of the financial statements heretofore provided by the Company to the Cabinet (i) is accurate and complete in all material respects as of the date submitted and as of the date hereof; (ii) has been prepared on the modified cash basis of accounting; (iii) omits no material contingent liability of any kind that is not disclosed or otherwise reflected therein; (iv) fairly presents the financial condition of the Company as of the date thereof; and (v) fairly presents the results of operations of the Company for the respective fiscal period then ending. Since the date of the preparation of the financial statements heretofore provided by the Company to the Cabinet, there has occurred no materially adverse change in the financial condition, property, or business of the Company.

6.11 Availability of Records. The Company shall make its books and records, relating to its representations, warranties, and covenants in this Agreement and the other Grant Documents, available to the Cabinet as set forth in Section 7.11.

## SECTION 7 COVENANTS

To induce the Cabinet to enter into this Agreement and to make the Grant, LFUCG and the Company, each as to itself only on its own behalf, as applicable, hereby covenant and agree with the Cabinet as follows:

7.1 No Transfer of Project. The Company shall not sell, lease, sub-lease, convey, transfer, or dispose of all or any material portion of the Project (other than dispositions of equipment in the ordinary course of business and sub-leases of unused or underutilized space) in any manner except as specifically permitted herein without the express, prior written consent of the Cabinet.

7.2 Maintenance of Project. The Company shall maintain the Project in good condition, order, and repair, and shall make all repairs thereto as are necessary or appropriate. The Company shall not commit or suffer any waste to the Project and shall not do or suffer anything to be done that may increase the risk of fire or other hazards thereto.

7.3 Dissolution or Disposition of Assets. During the term of this Agreement, the Company, or any Person controlling the Company, shall not, without the express, prior written consent of the Cabinet, (i) liquidate, dissolve, reorganize, or otherwise dispose of all or substantially all of its assets; or (ii) take any action leading toward liquidation, dissolution, or reorganization.

7.4 Compliance with Laws. The Company shall promptly comply in all material respects with all Laws relating to the use and operation of the Project except where non-compliance (i) would not have a material adverse effect on the Company's ability to meet its obligations hereunder, or (ii) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to non-compliance.

7.5 Designation of Agent. The Company shall have at all times a properly-designated agent to accept service of process who shall be a resident of or have offices in the Commonwealth. The Company shall notify the Cabinet in writing of the name and address of such agent and of any change in the name or address of such agent.

7.6 Taxes and Other Obligations. The Company shall pay on or before the date due, as applicable, all taxes, assessments, charges, liens, encumbrances, levies, and claims of every character that have been levied or assessed or that may hereafter be levied or assessed upon or against the Facility, except for matters being contested in good faith by appropriate proceedings, timely instituted. The Company shall pay on or before the date due all utility charges relating to the Facility, whether public or private, and upon demand shall furnish the Cabinet receipts evidencing such payment.

7.7 Employment. The Company hereby covenants and agrees to create a minimum of Two Hundred Fifty (250) new, permanent Full-Time Jobs (excluding contract or temporary employees) for Kentucky residents at the Facility on or before December 13, 2015 ("First Compliance Date"). The Company shall maintain all Two Hundred Fifty new, permanent Full-Time Jobs at the Facility for an additional three (3) years from the First Compliance Date and shall be subject to annual verification and annual repayment for any shortfall. (This shall be referred to as the "Jobs Requirement.") If the Company notifies the Cabinet that the Company has created the required Full-Time Jobs before the First Compliance Date, it may submit early certification using substantially the same form as the Cabinet for Economic Development Program Employment and Wage Verification Certificate (attached hereto as Exhibit B). If compliance is confirmed by the Cabinet, the three (3) year maintenance requirement for those Full-Time Jobs will run from that earlier certification date and thereafter all references to the First Compliance Date shall be amended to the earlier certification date set forth therein.

If the Company fails to comply with the Jobs Requirement, the Company shall be required to repay Four Hundred Fifty Dollars (\$450) annually, on the First Compliance Date and each of the three succeeding anniversaries of the First Compliance Date, to LFUCG for each Full-Time Job not created or maintained in accordance with this Agreement. Such repayment shall be considered to be Grant Repayment Funds.

In addition to the Jobs Requirement and pursuant to the Company's Application for Economic Development Bonds, all of the new, Full-Time Jobs required to be created and maintained by this Agreement through the third anniversary of the First Compliance Date will be subject to a minimum average hourly wage requirement of Thirty-Seven Dollars (\$37.00), including benefits (the "Wage Requirement").

Failure to maintain the Wage Requirement will result in a repayment by the Company to LFUCG (also considered to be Grant Repayment Funds) on an annual basis, on the First Compliance Date and each of the three succeeding anniversaries of the First Compliance Date, of a proportionate amount of the Grant as follows:

$$\frac{(\$37.00 \text{ minus Actual Annual Avg Hrly Wage})}{\$37.00} \times \$450,000$$

In no event shall the Company's total annual repayments to LFUCG, including both payments made by the Company as a result of its failure to meet the Jobs Requirement, payments made by the Company as a result of its failure to meet the Wage Requirement, and payments under Section 7.8 or 8.3 (whether collected from the Company or pursuant to the Letter of Credit) exceed the total amount of any Grant money received by the Company from LFUCG hereunder, and not to exceed Four Hundred Fifty Thousand Dollars (\$450,000) in the aggregate.

On the First Compliance Date and the anniversary of the First Compliance Date for three (3) years thereafter, the Company hereby agrees to provide on a confidential basis substantially the same form as the Cabinet for Economic Development Program Employment and Wage Verification Certificate (attached hereto as Exhibit B), and any other additional information, including reports as to the progress of the Project, which may reasonably be requested by the Cabinet at any time, in order for the Cabinet to determine compliance with the Jobs Requirement and Wage Requirement. All monitoring information shall be the sole responsibility of the Company. All Full-Time Jobs required to be maintained or created pursuant to this Section 7.7 must be filled by Kentucky residents.

In the event the jobs created and maintained by the Company at the Facility fail to satisfy the Jobs Requirement and/or the Wage Requirement as specified above, the applicable repayment shall be calculated by the Cabinet in accordance with this Section 7.7, to be paid by the Company to LFUCG, and shall be due and payable thirty (30) days after receipt of notice from the Cabinet of the amount due based upon the Cabinet's calculation.

**7.8 Shut Down Repayment.** Should the Company close, shut down, or for any reason permanently cease operation of the Project at any time on or prior to the third anniversary of the First Compliance Date (the "Final Compliance Date"), the entire amount of the Grant money received by the Company from LFUCG hereunder, less any other repayments received by LFUCG pursuant to the terms of this Agreement, shall be due and payable to LFUCG immediately. Such repayment shall be considered to be Grant Repayment Funds.

7.9 Letter of Credit or Other Collateral. Repayment obligations in respect of Grant funds for failure to satisfy the Jobs Requirement and/or Wage Requirement set forth in or pursuant to Section 7.7 and shut down repayment set forth in Section 7.8 (collectively, Grant Repayment Funds) will be secured by the Letter of Credit, which shall remain in place until the date six (6) years and one hundred eighty (180) days from the date of approval of the Grant by KEDFA, until the expiration of the term of this Agreement, or the time the Letter of Credit is to be returned pursuant to Section 11.3 hereof, whichever occurs first.

7.10 Further Assurances. LFUCG and the Company shall, at any time upon request by the Cabinet, make, execute, and deliver or cause to be made, executed, and delivered to the Cabinet any and all other further instruments, certificates, and other documents as may, in the reasonable opinion of the Cabinet, be necessary or desirable in order to effect, complete, perfect, or otherwise to continue and preserve any applicable obligations of LFUCG and the Company under this Agreement and the other Grant Documents.

7.11 Right to Inspect. The Cabinet shall, at any time upon reasonable notice by the Cabinet, have the right to inspect any and all books and records relating to the Project and to inspect the Company's premises relating to the Project in order to determine compliance with the Jobs Requirement and/or Wage Requirement, as well as to monitor progress of the Project; provided that all such records and other information shall be kept confidential by the Cabinet to the extent permitted by law. The Company agrees to make such book and records available at the Project, or at another location in the Commonwealth acceptable to the Cabinet, and shall file with the Cabinet such documentation respecting the Grant as the Cabinet may require.

7.12 Indemnification. The Company shall indemnify, defend, and save harmless the Cabinet, the Commission, LFUCG, and their directors, officers, agents and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) arising out of or in connection with the Company's execution and performance of this Agreement, except in the case of any Indemnitee to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of such Indemnitee. The Company acknowledges that the foregoing indemnities shall survive the termination of this Agreement.

## SECTION 8 GRANT REPAYMENT FUNDS

8.1 Use of Grant Repayment Funds. Any payment from the Company or pursuant to the Letter of Credit received by LFUCG as a result of the Project not meeting any requirement as set forth in Section 7.7 or 7.8 herein (the "Grant Repayment Funds"), may be retained by LFUCG so long as (i) no Event of Default or Unmatured Default has occurred on the part of LFUCG or pursuant to the Grant Documents; (ii) each of the respective representations and warranties of LFUCG set forth in the Grant Documents shall remain true and correct; (iii) LFUCG maintains unapplied Grant Repayment Funds in a separate Economic Development Project Fund;

and (iv) after receiving the prior written approval of the Cabinet, LFUCG shall use the Grant Repayment Funds solely for Economic Development Projects. During the term of this Agreement, LFUCG shall not assign, mortgage, encumber, or convey all or any portion of any Grant Repayment Funds to any Person without the express written consent of the Cabinet.

8.2 Accounting for Grant Repayment Funds. For any year during the term of this Agreement in which LFUCG receives Grant Repayment Funds, LFUCG shall deliver to the Cabinet as soon as available, and not later than one hundred twenty (120) days after the end of each fiscal year thereof, a detailed accounting of such Grant Repayment Funds received by LFUCG during the fiscal year recently ended, whether used in connection with an Economic Development Project or maintained in the Economic Development Project Fund.

8.3 Return of Grant Repayment Funds to Cabinet. Should the Cabinet determine, in its sole discretion at any time or from time to time, that LFUCG or the Company, if the Company has retained any Grant Repayment Funds, has failed to use any Grant Repayment Funds in accordance with the terms and conditions of this Agreement, the other Grant Documents, or any other agreement between the Cabinet, LFUCG, and the Company, the Cabinet may make written demand upon the party that misused the Grant Repayment Funds received by LFUCG or the Company, as of the date thereof. Upon receipt of such written demand from the Cabinet, LFUCG or the Company shall promptly disburse the Grant Repayment Funds as directed by the Cabinet.

8.4 No Further Obligations. If no obligation of the Company to repay Grant Repayment Funds to LFUCG arises on or before the Final Compliance Date, the Company shall have no further obligations thereafter to repay the Grant.

## SECTION 9 WAIVERS

9.1 Waivers by LFUCG and the Company. LFUCG and the Company hereby waive, to the extent permitted by applicable Laws, all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with the Agreement and the Grant Documents.

9.2 Waiver and Remedies. The rights, powers, and remedies granted to the Cabinet pursuant to this Agreement shall be in addition to all rights, powers, and remedies given to or now or hereafter existing in the Cabinet by virtue of the Grant Documents or pursuant to any Laws. Each and every right, power, and remedy, whether specifically granted herein or otherwise existing, may be exercised from time to time and so often and in such order as may be deemed expedient by the Cabinet, and the exercise, or the beginning of the exercise, of any such right, power, or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power, or remedy. Any forbearance or failure or delay by the Cabinet in exercising any right, power, or remedy hereunder shall not be deemed to be a waiver of

such right, power, or remedy, and any single or partial exercise of any right, power, or remedy shall not preclude the further exercise thereof. Any consent by the Cabinet or any waiver of an Event of Default under this Agreement shall not constitute a consent to or waiver of any right, remedy, or power of the Cabinet upon a subsequent Event of Default.

## SECTION 10 DEFAULT

10.1 Events of Default of Company. Each of the following events or occurrences shall constitute an "Event of Default" of the Company under this Agreement:

(1) Bankruptcy. If there is filed by or against the Company a petition in bankruptcy, or a petition for the appointment of a receiver or trustee for any material part of the property of the Company, and any such petition is not dismissed or stayed within sixty (60) days after the date of filing, or if the Company files a petition for reorganization under any of the provisions of the Bankruptcy Code or any similar Law, or if the Company makes a general assignment for the benefit of creditors, or if the Company makes any insolvency assignment or is adjudicated insolvent by any court of competent jurisdiction; or

(2) Covenants, Warranties, and Representations. If any warranty or representation made by the Company in this Agreement or in any of the other Grant Documents shall at any time be false or misleading in any material respect, or if the Company shall fail to keep, observe, perform, or comply with any of the obligations, terms, covenants, representations, warranties, conditions, or other provisions set forth in this Agreement or in any of the other Grant Documents, or of any other agreement, document, or instrument that the Company has entered into with the Cabinet, within fifteen (15) days after written notice from the Cabinet or the Commission to the Company of the occurrence of such failure (or such longer period of time as may be reasonably required), provided that the Company commences to cure the Event of Default within such fifteen (15) day period and diligently pursues such cure; or

(3) Termination of Letter of Credit. If, for any reason (other than the affirmative election by the Cabinet and LFUCG to release or terminate the Letter of Credit) the issuer of the Letter of Credit terminates the Letter of Credit (or gives notice of non-extension to the Cabinet and/or LFUCG), and the Company fails to cause an acceptable replacement letter of credit, issued by a financial institution satisfactory to the Cabinet, to be delivered to the Cabinet at least thirty (30) days before the Letter of Credit expires or terminates.

10.2 Events of Default of LFUCG. Each of the following events or occurrences shall constitute an "Event of Default" of LFUCG under this Agreement:

(1) Bankruptcy. If there is filed by or against LFUCG a petition in bankruptcy or a petition for the appointment of a receiver or trustee for any of the

property of LFUCG, and any such petition is not dismissed within sixty (60) days after the date of filing, or if LFUCG files a petition for reorganization under any of the provisions of the Bankruptcy Code or any similar Law, or if LFUCG makes a general assignment for the benefit of creditors, or if LFUCG makes any insolvency assignment or is adjudicated insolvent by any court of competent jurisdiction; or

(2) Covenants, Warranties, and Representations. If any warranty or representation made by LFUCG in this Agreement or in any of the other Grant Documents shall at any time be false or misleading in any material respect, or if LFUCG shall fail to keep, observe, or perform any of the terms, covenants, representations, or warranties set forth in this Agreement or in any of the other Grant Documents, or is unable or unwilling to meet its obligations thereunder; or

(3) Obligations to the Cabinet. If LFUCG shall fail to observe, perform, or comply with the terms, obligations, covenants, agreements, conditions, or other provisions of this Agreement or any of the other Grant Documents, or of any other agreement, document, or instrument that LFUCG has entered into with the Cabinet.

10.3 Remedies of Cabinet Upon Events of Default. Notwithstanding anything to the contrary set forth herein, upon the occurrence of an Event of Default, the Cabinet and the Commission, or either of them, in their sole discretion and upon notice to LFUCG and the Company, may at any time exercise any one or more of the following rights and remedies:

(1) Terminate the Grant, after which the Cabinet shall be under no obligation to advance any undisbursed monies from the Grant to LFUCG; and

(2) Declare the entire disbursed principal balance of the Grant to be immediately due and payable in full from LFUCG if LFUCG is the defaulting party and from the Company if the Company is the defaulting party, without any presentment, demand, or notice of any kind, all of which are hereby waived by LFUCG and the Company (provided that the total payments from the Company required under Sections 7.7, 7.8, 8.3, and this Section 10 in any event, whether collected from the Company or pursuant to the Letter of Credit, shall not exceed the total amount of Grant money received by the Company from LFUCG and shall not exceed \$450,000 in the aggregate); and

(3) Declare all Grant Repayment Funds (if any) previously paid by the Company to LFUCG to be immediately due and payable from LFUCG; and

(4) Commence an appropriate legal or equitable action to enforce LFUCG (if LFUCG is the defaulting party) or the Company's (if the Company is the defaulting party) performance of the terms, covenants, and conditions of this Agreement and the other Grant Documents; and

(5) Commence appropriate legal or equitable action to enforce the rights and remedies of the Cabinet and/or the Commission, pursuant to the terms,

covenants, and conditions of this Agreement and the other Grant Documents against LFUCG (if it is the defaulting party) or the Company (if it is the defaulting party); and

(6) Exercise any other rights or remedies that may be available to the Cabinet or the Commission pursuant to this Agreement, the other Grant Documents, or under applicable Laws against LFUCG (if it is the defaulting party) or the Company (if it is the defaulting party).

## SECTION 11 MISCELLANEOUS

11.1 Expenses. The Cabinet shall be responsible for all costs associated with the Grant Documents prepared by the Cabinet. After execution of the Grant Documents, at the Cabinet's request, LFUCG and the Company shall each respectively promptly indemnify and/or reimburse the Cabinet for any and all expenses, costs, and charges of any kind incurred by or billed to the Cabinet in connection with (i) the preparation of any and all amendments, modifications, and supplements to the original Grant Documents which are necessitated by that party; or (ii) the preserving, perfection, and enforcement of the Cabinet's rights and remedies under this Agreement and/or the other Grant Documents.

11.2 Term of Agreement. The term of this Agreement commenced upon the Effective Date hereof, and shall continue until LFUCG and the Company shall have fully performed each of their respective obligations hereunder and under each of the Grant Documents.

11.3 Return of Letter of Credit. Promptly after the Final Compliance Date, provided that the Company has fully performed its obligations hereunder, the Cabinet and LFUCG shall cause to be returned to the Company (or the issuer of the Letter of Credit) the original Letter of Credit for cancellation, together with a written statement authorizing the issuer of the Letter of Credit to cancel the Letter of Credit.

11.4 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Agreement are hereby incorporated into and made a part of this Agreement as if set out at length herein.

11.5 Multiple Counterparts. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.

11.6 Headings. The section headings set forth in this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.



11.7 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any Person or circumstances shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each of the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

11.8 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by LFUCG or the Company of any of their respective rights and duties under this Agreement or the other Grant Documents.

11.9 No Partnership - Status of Relationship. The Commission, the Cabinet, LFUCG, and the Company, and any party respectively associated therewith, shall in no event be construed or become in any way or for any purpose partners, associates, or joint venturers in the conduct of their respective businesses or otherwise. No contractor, licensee, agent, servant, employee, invitee, or customer of LFUCG or the Company shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee, invitee, or customer of the Commission or the Cabinet. No partner in the Company shall have any personal liability for the Company's obligations under the Grant Documents, and the other parties thereto shall look only to the assets of the Company and to the Letter of Credit for the payment of such obligations.

11.10 Rights of Third Persons. In no event shall this Agreement be construed to make the Cabinet or any agent of the Cabinet liable to any general contractors, subcontractors, laborers, materialmen, craftsmen, or other Persons for labor, materials, or services delivered to the Project or goods specially fabricated for incorporation therein, or for debts or claims accruing or arising to any such Persons against LFUCG or the Company. LFUCG and the Company expressly agree that there is no relation of any type whatsoever, contractual or otherwise, either express or implied, between the Cabinet and any general contractor, materialman, subcontractor, craftsman, laborer, or any other Person or entity supplying any labor, materials, or services to the Project or specially fabricating goods to be incorporated therein. No Persons are intended to be third-party beneficiaries of the Grant Documents or to have any claim or claims in or to any undisbursed proceeds of the Grant pursuant to the Grant Documents.

11.11 Modification. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

11.12 Time of Essence. Time is of the essence in the performance of each of the terms and conditions of this Agreement. If this Agreement is not executed on or before June 30, 2013, the Cabinet's offer of the Grant will expire and the Cabinet shall

be under no obligation to advance any monies to the County or the Company or perform any other obligation hereunder.

11.13 No Assignment. LFUCG and the Company may not assign their respective rights under this Agreement to any Person. This section shall not be deemed to prohibit an assignment by operation of law.

11.14 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to the Cabinet or Commission:

Cabinet for Economic Development  
Old Capitol Annex  
300 West Broadway  
Frankfort, Kentucky 40601-1975  
Attn: Executive Director, Office of Compliance, Financial &  
Administrative Services

If to LFUCG: Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
Attn: Kevin Atkins, Chief Development Officer

If to the Company: Bingham McCutchen LLP  
One Federal Street  
Boston, MA 02110  
Attn: L. Tracee Whitley, Chief Operating Officer

or (b) such other address which any party hereto may specify by written notice to the other parties in accordance with the terms of this Section 11.14, including electronic mail addresses as designated from time to time. Unless otherwise specifically provided in this Agreement, notice hereunder shall be deemed to have been given three (3) business days after being deposited in the U.S. Mail, postage prepaid, and addressed as provided above.

11.15 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

11.16 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, (i) the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky; or (ii) the United States District Court for the Eastern District of Kentucky, Frankfort Division, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment and waive any

other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Agreement brought in the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Frankfort Division, and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

11.17 Company Authorization of Release of Information. The Company, by execution of this Agreement, hereby authorizes and agrees that (i) the Cabinet or any of its agents or employees is permitted to share on a confidential basis with LFUCG information, data, research, and other materials (including this Agreement and any attachments hereto) that the Company delivers or provides to, or that is otherwise made available to or discovered by, the Cabinet or any of its employees or agents; and (ii) LFUCG or any of its agents or employees is permitted to share on a confidential basis with the Cabinet any information, data, research, and other materials (including this Agreement and any attachments hereto) that the Company delivers or provides to, or that is otherwise made available to or discovered by, LFUCG or any of its employees or agents. Notwithstanding any other statement in this Agreement regarding confidentiality, the Company hereby waives any right to confidentiality with regard to the information disclosed on the public website of the Cabinet as to all projects approved by the Cabinet.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above, effective retroactively (as noted above) as of December 13, 2012.

**CABINET FOR ECONOMIC DEVELOPMENT,**  
a Kentucky governmental agency

By: \_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

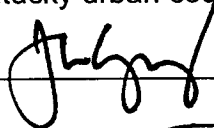
**STATE PROPERTY AND BUILDINGS COMMISSION,**  
a Kentucky governmental agency

By: \_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,**  
a Kentucky urban county government

By:  \_\_\_\_\_ Date

Printed Name: Jim Gray

Title: Mayor

**BINGHAM MCCUTCHEN LLP,**  
a Massachusetts limited liability partnership

By: \_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above, effective retroactively (as noted above) as of December 13, 2012.

**CABINET FOR ECONOMIC DEVELOPMENT,**  
a Kentucky governmental agency

By: \_\_\_\_\_ Date

Printed Name: Laura Hayes

Title: Secretary

**STATE PROPERTY AND BUILDINGS COMMISSION,**

a Kentucky governmental agency

By: Lori H. Flaney 6/25/2013  
Date

Printed Name: Lori H. Flaney

Title: Secretary, Finance + Admin. Cabinet

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,**

a Kentucky urban county government

By: \_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BINGHAM MCCUTCHEN LLP,**

a Massachusetts limited liability partnership

By: Carl S. Sabachnick 5.22.12  
Date

Printed Name: Carl S. Sabachnick

Title: CFO

**EXHIBIT A**

**KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT  
ECONOMIC DEVELOPMENT BOND GRANT  
REQUEST FOR DISBURSEMENT**

<b>To:</b> Cabinet for Economic Development Old Capitol Annex 300 West Broadway Frankfort, KY 40601 Attn: Office of Compliance, Financial & Administrative Services	<b>From:</b> Lexington-Fayette Urban County Government 200 East Main Street Lexington, KY 40507 Attn: Kevin Atkins, Chief Development Officer
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Date of Request: \_\_\_\_\_

Amount Requested: \_\_\_\_\_ Federal Tax No.: \_\_\_\_\_

Project Name: BINGHAM MCCUTCHEN LLP

**A. Status of ED Bond Grant Proceeds:**

- |   |          |
|---|----------|
| 1. Original ED Bond Grant Amount:             | \$ _____ |
| 2. Less ED Bond Grant Disbursements to Date:  | _____    |
| 3. Less Amount of Grant Disbursement Request: | _____    |
| 4. Equals New ED Bond Grant Account Balance:  | _____    |

**B. Summary of Payees of Amount Requested:**

- |                                  |          |
|----------------------------------|----------|
| 1. _____                         | _____    |
| 2. _____                         | _____    |
| 3. _____                         | _____    |
| 4. _____                         | _____    |
| TOTAL AMOUNT OF CURRENT REQUEST: | \$ _____ |

**C. Certification:** The Lexington-Fayette Urban County Government ("LFUCG") hereby makes this request to the Cabinet for Economic Development (the "Cabinet") for a Disbursement of proceeds of the Economic Development Bond Grant made by the Cabinet to LFUCG for the benefit of Bingham McCutchen LLP. LFUCG hereby represents, warrants, and certifies to the Cabinet that (i) this request is made in accordance with the terms and conditions of that certain Grant Agreement dated as of the \_\_\_\_ day of May, 2013 (the "Grant Agreement"); (ii) the Person executing this instrument on behalf of LFUCG is duly authorized to execute and deliver this request; (iii) LFUCG requires the amount requested to meet current payment obligations; (iv) each of the representations, warranties, and covenants of LFUCG in the Grant Agreement is true and correct as of the date hereof; (v) no Event of Default under the

Grant Agreement has occurred and is continuing; (vi) the Project has been completed in accordance with all applicable contracts; and (vii) to the best of its knowledge, no contractor or subcontractor has filed or has threatened to file liens or has the right to assert a lien of any type with respect to the Project. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed thereto in the Grant Agreement.

LFUCG has attached to this Request for Disbursement all supporting documentation for the amount of the Disbursement requested, including, but not limited to, invoices, bills of sale, equipment lists, and/or other relevant materials in verification of paid project costs.

LFUCG ACKNOWLEDGES THAT THE REPRESENTATIONS AND WARRANTIES OF LFUCG SET FORTH HEREIN AND IN THE GRANT AGREEMENT ARE MATERIAL INDUCEMENTS UPON WHICH THE CABINET WILL RELY IN MAKING THE DISBURSEMENT OF GRANT PROCEEDS REQUESTED HEREIN. LFUCG ACKNOWLEDGES THAT BUT FOR THE TRUTH OF THE REPRESENTATIONS AND WARRANTIES MADE BY THE COUNTY HEREIN AND IN THE GRANT AGREEMENT, THE CABINET WOULD NOT MAKE THE DISBURSEMENT OF THE GRANT PROCEEDS REQUESTED HEREIN. LFUCG ACKNOWLEDGES AND AGREES THAT THE CABINET IS REASONABLY ENTITLED TO RELY UPON THE REPRESENTATIONS AND WARRANTIES OF LFUCG SET FORTH HEREIN AND IN THE GRANT AGREEMENT.

IN WITNESS WHEREOF, the undersigned LFUCG, by its duly authorized representative, has executed this Request for Disbursement as of the date written above.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,  
a Kentucky urban county government

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\*\*\*\*\*

FOR CABINET USE ONLY

Original Grant Amount: \_\_\_\_\_

Account

Disbursements To Date: \_\_\_\_\_

#: \_\_\_\_\_

Approved

Amount of Request: \_\_\_\_\_

by: \_\_\_\_\_

Approval

New Account Balance: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**

**CABINET FOR ECONOMIC DEVELOPMENT**  
**PROGRAM EMPLOYMENT AND WAGE VERIFICATION CERTIFICATE**

Pursuant to Section 7.7 of that certain Grant Agreement dated as of the \_\_\_\_ day of May, 2013 ("Grant Agreement") with the Cabinet for Economic Development (the "Cabinet"), Bingham McCutchen LLP, a Massachusetts limited liability partnership, (the "Company"), as part of its establishment of a global services center to provide finance, accounting, human resources, information and technology, operations, marketing communications, research and knowledge services, as well as certain risk management functions unique to law firms, all of which are to be located in Fayette County, Kentucky, was required to create two hundred fifty (250) new, permanent Full-Time Jobs for Kentucky residents, as defined in the Grant Agreement at the Facility within three (3) years from December 13, 2012, being the date of approval of the Grant by the Kentucky Economic Development Finance Authority ("First Compliance Date") and maintain those jobs for an additional three (3) year period. The Company was further required to maintain an average hourly wage of Thirty-Seven Dollars and No Cents (\$37.00), including benefits, for these new, permanent Full-Time Jobs beginning on the First Compliance Date and continuing through the final employment monitoring period, three (3) years from the First Compliance Date.

***The following information MUST be completed by the Company:***

As of \_\_\_\_\_, 20\_\_\_\_ the Company had created \_\_\_\_\_ (\_\_\_\_\_) new, permanent Full-Time Jobs paying an average hourly wage of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) as indicated in the attached schedules.

Address

Contact Person

Telephone

Facsimile

Federal ID # \_\_\_\_\_

Fiscal Year End \_\_\_\_\_

The undersigned, \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ and as a duly authorized representative of the Company, hereby certifies that the foregoing disclosures are true, accurate, and correct as of the date first written above.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



BINGHAM MCCUTCHEN LLP

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing Certificate was sworn to, subscribed, and acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of the Company, for and on behalf of said Company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

SCHEDULE A TO EXHIBIT B

PROGRAM EMPLOYMENT AND WAGE VERIFICATION CERTIFICATE

COMPANY NAME: BINGHAM MCCUTCHEN LLP

	<u>Employee Identification Name or Number</u>	<u>Employee Address</u>	<u>Date of Hire</u>	<u>Title</u>	<u>Hours Worked Per Week</u>	<u>Annual Wage</u>
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
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10.						
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33.						
34.						
35. to 250.						