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April 16, 2019

Mr. Kevin E. Neal, Judge/Executive  
County of Marshall, Kentucky  
1101 Main Street  
Benton, Kentucky 42025

**In re: Not to Exceed \$3,500,000 County of Marshall, Kentucky  
General Obligation Bonds, Series 2019,  
dated as of delivery**

Mr. Neal:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the County of Marshall, Kentucky (the "Issuer") in connection with the issuance of the above-referenced General Obligation Bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of financing: (i) improvements to sewer and water lines (ii) improvements to industrial park infrastructure, including , but not limited to roads, turn lanes and utilities; (iii) payment of capitalized interest and accrued interest, if any; (the "Projects") and (iv) payment of costs of issuance of the Bonds; We further understand that the Bonds will be secured by a general obligation pledge of the taxes and revenues of the County.

In this engagement, and subject to the completion of proceedings to our satisfaction, we expect to perform the following duties:

(a) Render our legal opinion (the "Opinion") regarding the validity and binding effect of the Bonds and the source of payment and security for the Bonds, subject to certain limitations which may be expressed in the Opinion, and, if applicable, the exclusion of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

(b) Prepare and review documents necessary or appropriate to the authorization, private sale, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.

(c) Review legal issues relating to the structure of the Bonds.

Our Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Opinion will be based on facts and law existing as of its date. In rendering our Opinion, we will rely upon the certified proceedings and other certifications of officers of the Issuer and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Financial Advisor to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds. We do not review the financial condition of the Issuer, the feasibility of the Project to be financed or

refinanced with proceeds of the Bonds or the adequacy of the security provided to the purchaser of the Bonds and we will express no opinion relating thereto.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

(a) Assisting in the preparation of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(c) Preparing blue sky or investment surveys with respect to the Bonds.

(d) Drafting state constitutional or legislative amendments.

(e) Pursuing test cases or other litigation.

(f) Making an investigation or expressing any view as to the creditworthiness of the Issuer, title to the property on which the Project is located or the security provided for the Bonds.

(g) Opining on a continuing disclosure undertaking pertaining to the Bonds, whether the obligations under any prior undertaking have been met or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(h) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(i) Addressing any other matter not specifically set forth above that is not required to render our Opinion.

(j) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).

As we have specified in our separate letter dated as of today, we do have a conflict of interest in that one of our attorneys in Charleston, West Virginia currently represents, along with other attorneys from other law firms, the McKesson Corporation in connection with opioid litigation across the Country. The County is one of hundreds of plaintiffs in such litigation. Given the nature of this proposed transaction, we believe that S&J's representation of the one of the defendants in that litigation will not adversely affect our relationship with the County or our representation of the County in other unrelated matters. In addition, we believe that our representation of the County as Bond Counsel in this transaction will not be adversely affected by our present representation of one of the defendants in that litigation.

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We understand that the Issuer may engage another attorney or law firm to act as local counsel to the Issuer. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as "transaction counsel" or as an intermediary among the parties.

Our services as Bonds counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

Our fee and expenses as bond counsel for this issue will be \$15,000.00 plus out of pocket expenses not to exceed \$1000.

If, for any reason, the Bond issue does not Close, we will not charge a fee and will not charge for outofpocket expenses. Our fee and expenses are paid at the Closing of the Bond issue, and we customarily do not submit any statement until the Closing.

If the foregoing terms of this engagement letter are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter signed and dated by an appropriate officer, retaining the original for your files. We look forward to working with you.

STEPTOE & JOHNSON PLLC

By: \_\_\_\_\_  
Its: Member

Accepted and Approved:

COUNTY OF MARSHALL, KENTUCKY

By:  \_\_\_\_\_  
Its: Judge/Executive