

# Taft /

Taft Stettinius & Hollister LLP  
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Jerald I. Ancel  
(317) 713-3560  
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August 7, 2013

Via email

Robert E. Heidorn  
Sr. Vice President and General Counsel  
Vectren Corporation  
One Vectren Square  
211 N. W. Riverside Dr.  
Evansville, Indiana 47708

F. Rob Spaulding  
Business Administrator  
Madison Park Church of God  
P.O. Box 2479  
Anderson, Indiana 46018

Re: Consent to Representation

Gentlemen:

On July 12, 2013, Taft Stettinius & Hollister LLP ("Taft", "we" or the "Firm") as counsel for Madison Park Church of God, Inc. ("Church") filed a petition for relief under Chapter 11 of the Bankruptcy Code ("Chapter 11"). Taft, as part of the Chapter 11 proceeding, has filed an application with the Court on behalf of the Church, as a debtor and debtor-in-possession, seeking authority to engage Taft as its counsel ("Church Engagement"). On the date the Chapter 11 proceeding was commenced Vectren Corporation ("Vectren") was and continues to be the utility providing natural gas to the Church. On the date the Chapter 11 was commenced the Church had no outstanding unpaid Vectren invoices. To the extent the Church owes Vectren for accrued but not yet billed invoices, Vectren holds a security deposit in the amount of \$6,170.

Exhibit "A"

Robert E. Heidom  
Vectren Corporation  
F. Rob Spaulding  
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Taft has represented Vectren on various corporate matters ("Vectren Matters") over the past several years. The Church Engagement is unrelated to any of the matters as to which Taft has represented Vectren and we understand that Vectren, if it were to become a creditor in the Chapter 11 and require counsel, would be represented by counsel other than Taft.

Because both Vectren and the Church have been, are, and may continue as Taft clients in other past, current and future matters unrelated to the Church Engagement ("Other Matters"), Taft cannot accept the Church Engagement if doing so would adversely affect the firm's continued ability to represent Vectren in Other Matters. In this instance, if Taft accepts the Church Engagement, it could create a conflict of interest for the Firm because it would have clients who might be directly adverse to each other. However, I understand that Vectren and the Church are willing to consent to Taft's acceptance of the Church Engagement notwithstanding any actual or potential conflict of interest. The purpose of this letter is to confirm those consents.

Even if a conflict of interest exists, Indiana's legal ethics rules allow Taft to accept the Church Engagement if: (1) the firm reasonably believes it can provide competent and diligent representation to the Church as counsel to the debtor and debtor-in-possession in the Church Engagement while continuing to do the same in any current or future Other Matters it is handling for Vectren; (2) the Church Engagement is not prohibited by law; (3) Taft isn't simultaneously representing both the Church and Vectren in the same proceeding involving one of them asserting claims against the other; and (4) consents to the Church Engagement from all clients are confirmed in writing.

We believe that the requirements in clauses (1) through (3) above are met. Taft has not advised Vectren or its affiliates with respect to the Church, nor has it represented the Church with respect to any Other Matter involving Vectren or its affiliates. Since Taft's representation of Vectren has been and will continue to be unrelated to the Church Engagement, we do not believe that Taft's acceptance of the Church Engagement would materially limit the Firm's ability to continue handling Other Matters competently and diligently for Vectren. Likewise, the Church Engagement isn't prohibited by law, and doesn't involve Taft's representation of adverse claimants in the same proceeding. Consequently, we believe it is reasonable for the firm to seek, and for Vectren and the Church to give, their respective consents to the proposed Church Engagement notwithstanding Taft's continuing representation of each client in Other Matters. However, please feel free to consult with independent counsel concerning the matters addressed in this letter, including the consent issue. If Vectren, or the Church elects to withhold consent, then Taft will not accept the Church Engagement and will not represent any client in connection with the Chapter 11.


Robert E. Heidorn  
Vectren Corporation  
F. Rob Spaulding  
Madison Park Church of God  
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We understand that Vectren and the Church wish to consent to Taft's acceptance of the Church Engagement notwithstanding the firm's past, current or future representation of either of them, and/or their affiliates, in Other Matters. If that remains the case, we request that the persons and entities shown below confirm consent to Taft's acceptance of the Church Engagement by signing this letter, retaining a copy and returning a signed counterpart by email. Emailed signatures shall be as effective as an original signature.

Please contact me if you would like to discuss this matter further.


Yours truly,

TAFT STETTINIUS & HOLLISTER LLP

BY:   
JERALD I. ANCEL

Consented and Agreed to:

**Vectren Corporation**

By:   
(Signature)

Robert Heidorn, SUP, General Counsel  
(Printed Name and Title)

Date: 8/12/13

**Madison Park Church of God, Inc.**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

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


Robert E. Heidorn  
Vectren Corporation  
F. Rob Spaulding  
Madison Park Church of God  
August 7, 2013  
Page 3

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Yours truly,

TAFT STETTINIUS & HOLLISTER LLP

BY:   
JERALD I. ANCEL

Consented and Agreed to:

**Vectren Corporation**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

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

**Madison Park Church of God, Inc.**

By:   
(Signature)

F. Rob Spaulding, Business Administrator  
(Printed Name and Title)

Date: August 7, 2013