

BLOOM GATES & WHITELEATHER, LLP  
ATTORNEYS AT LAW

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JOHN W. WHITELEATHER, JR.  
TIMOTHY J. BLOOM  
LINDSEY A. GROSSNICKLE  
MATTHEW R. SHIPMAN  
ELIZABETH A. DECKARD

DAVID V. WHITELEATHER (1864-1942)  
BENTON J. BLOOM (1879-1949)  
JOHN W. WHITELEATHER, SR. (1904-1984)  
BENTON W. BLOOM (1913-1990)  
RICHARD W. GATES (1932-1997)  
WILLIAM M. BLOOM (1917-2004)  
BENTON E. GATES, JR. (1929-2011)

November 24, 2015

Epworth Forest Administration  
Committee, Inc.  
PO Box 214  
North Webster, IN 46555

Re: Robert Stine and Molly McGinnis Stine

Dear Epworth Forest Administration Committee, Inc.:

We are pleased that you have asked us to represent you with respect to a dispute with Robert Stine and Molly McGinnis Stine (the "Matter"). This letter will confirm our discussions with you regarding the engagement and describe the basis on which our firm will provide legal services to you. If you have any questions about any of these provisions, do not hesitate to call, and if any of these terms are not acceptable to you, please notify me immediately. You will need to sign a copy of this letter and your signature will signify you understood and accepted the terms of our engagement.

Scope of Representation

We will be engaged to represent you in the Matter. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter. I recognize that you have not asked us for legal advice or consultation beyond the specific request that I represent you in the Matter. I will, of course, be happy to discuss and provide such additional legal services as you may request from time to time and we will provide you with written confirmation of any such additional engagements for which you retain us.

Fees and Expenses

Our fees are ordinarily based on hourly rates for lawyers and, where applicable, other professionals and paraprofessionals. We review and may revise our billing rates periodically, and changes in billing rates for personnel working on your case may occur during the course of the representation. In order to engage my services, you will furnish me with a retainer fee (advance payment of my fees) in the amount of \$2,000.00. My current billing rate is \$175.00 per hour.

Our monthly invoices will include separate charges for disbursements made and internal charges incurred on your behalf. These may include such items as travel expenses, postage and delivery service fees, charges for long distance telephone calls and faxes, duplicating charges,

computer network services and computerized research charges, filing fees, and expenses associated with overtime work we incur because our representation of you in this matter. We will bill you at cost for charges paid to third parties. Fees and expenses of others (such as consultants, experts and other counsel, if necessary) generally will not be paid by us, but will be billed directly to you, unless other arrangements are agreed to between us.

We will ordinarily send to you monthly invoices for work performed and expenses recorded on our books during or for the previous month. Please review our invoices when you receive them so that any questions you may have are raised in a timely fashion. All such invoices are due and payable within 30 days of your receipt of our invoice, and we reserve the right to discontinue providing legal services, after notice, if our invoices are not paid within that time. Additional details concerning billing arrangements, terms of payment, and other matters related to the engagement are set forth in the attached Terms of Engagement, which are incorporated herein by reference.

#### Conclusion of Representation

Either of us may terminate the engagement of any time for any reason by written notice, subject on our part to our professional obligations to you under applicable rules of professional conduct. Unless previously terminated, our representation of you will terminate upon completion of the services for the Matter described in paragraph 1. Unless you engage us after termination of this matter, we will have no continuing obligation to advise you with respect to future legal developments, such as changes in the applicable laws or regulations, which could have an impact on your future rights and liabilities.

Following the conclusion of our representation, we will keep confidential any non-public information you have supplied to us which we retain in accordance with applicable rules of professional conduct. At your request, we will return your papers and property to you promptly upon receipt of payment for outstanding fees and costs. The firm will retain its own files pertaining to the matter in accordance with the firms' records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials after a reasonable time following the termination of the engagement.

Once again, we are pleased to have this opportunity to work with you. We look forward to a productive and enduring relationship.

Please call me whenever you have questions or comments during the course of our representation.

BLOOM GATES & WHITELEATHER, LLP  
ATTORNEYS AT LAW

Thank you for selecting BLOOM GATES & WHITELEATHER LLP.

Sincerely,

BLOOM GATES & WHITELEATHER



By: Matthew R. Shipman

MRS/tjd

APPROVED AND ACCEPTED this \_\_\_ day of \_\_\_\_\_, 2015

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

Its: \_\_\_\_\_

# **BLOOM GATES & WHITELEATHER, LLP**

## **Terms of Engagement (Hourly Matter)**

The following sets forth our Standard Terms of Engagement which is incorporated as part of our Engagement Letter.

### **Billing Arrangements and Terms of Payment**

BLOOM GATES & WHITELEATHER LLP ordinarily will render invoices on a monthly basis throughout the engagement, unless otherwise stated in the Engagement Letter. All invoices are due and payable within 30 days of the date of the invoice. Our invoices contain a summary of the work performed, disbursements incurred and the professional fees charged.

We want our clients to be fully satisfied with both the quality and costs of our services. We therefore encourage our clients to discuss with us any questions relating to fees for our services. You should keep the invoices we send you confidential because they likely contain attorney-client privileged information or attorney work product, and disclosure may void the attorney/client privilege or work product protection.

### **How Fees are Set**

Our guideline hourly rates for lawyers and other professionals are determined by considering the ability, experience, and reputation of the person performing the service. The rates for professional time are revised periodically to account for augmentation of a particular professional's ability, experience, and reputation, and to take into consideration increases in the costs of delivering our services.

In certain cases, we may also take into account other appropriate factors, including the novelty or complexity of the issues raised, the legal skill necessary to obtain a particular result, the results obtained, efficiencies we achieved through our particular expertise, the amount of money involved or at risk, and any unusual time constraints or other special demands imposed by the engagement. In the event we believe that it is appropriate to bill on a basis other than our hourly guideline rates, we will discuss the matter with you. Any such alternative billing arrangements will be the subject of a separate understanding. In the event that you have established outside Counsel billing guidelines, we may need to discuss the terms set forth in those guidelines, particularly in those areas relating to our fees and expenses.

Time is recorded in one-tenth hour increments. If a retainer is required in connection with this representation, the details regarding the handling of such retainer will be set forth in the Engagement

Letter or in a separate letter.

#### Disbursements and Other Expenses

In addition to legal fees, you will be responsible for disbursements and other expenses related to the engagement. Typically included are courier and postage; travel expenses; and charges for complex document production, and computerized research. Other expenses may include filing and service fees, recording fees, transcripts, and registration fees. If we anticipate substantial costs on your behalf, we may require an advance deposit.

If it becomes necessary to hire third parties to provide services for you or on your behalf, we may elect to pay the third party and include that charge as part of our invoice to you. Alternatively, we may require that you pay the third party directly. In either event, you will have the final responsibility for payment to the third party. Typical third-party expenses may include local counsel fees, expert witness fees, investigative fees, computerized litigation support, and charges of other professional service providers.

#### Monthly Statements

Our firm sends monthly reminder statements to clients whose accounts are not current. In the event that an invoice remains unpaid past the due date, the firm may discontinue services, if we are representing you in pending litigation, we may seek to withdraw as your counsel. Whether or not we elect to discontinue representation, if collection activities become necessary, we will be entitled to see reasonable attorneys' fees and costs of collection.

#### Marketing Matters

Our firm has public web site which identifies some of our clients and publicly disclosed transactions and other legal matters we have handled. In addition, we develop various marketing, advertising and informational materials from time to time which contain similar information. You agree that we may publicly identify you as a client of BLOOM GATES & WHITELEATHER, LLP and include your name and logos, and non-confidential information about the transactions and other legal matters we have handled for you, on our web site and in our other marketing, advertising and informational materials. You may withdraw this consent at any time by informing us in writing.

#### Disposition of Files

During the course of the representation, we will provide copies of correspondence and other documents of significance to your matter. Original client papers or other valuable client property that you provide us will be returned to you when no longer needed. We will retain your files for five (5) years following conclusion of the matter, although a longer retention period may apply to certain trust and estate, real estate, environmental, or other matters. At the end of the retention period, we

will notify you concerning disposition of your files. If you have any questions, concerning BLOOM GATES & WHITELEATHER, LLP's records retention policy, please contact me.

#### Other Matters

We will provide professional services of a strictly legal nature. In rendering professional services, we will be relying on information provided by you to us in connection with the engagement. Therefore, on a timely basis we expect you to provide full, accurate and continuing disclosure of all material facts relating to this engagement. You will make such personal, business or technical decisions and determinations as are appropriate; and it is understood that you are not relying on us for business, investment, insurance or accounting decisions or to investigate the character or credit of persons with whom you may be dealing.

We appreciate your decision to retain BLOOM GATES & WHITELEATHER, LLP as your legal counsel. Our goal is to deliver quality legal services, promptly and effectively. We are looking forward to working with you on this engagement.