

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)

## **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**

Lindsey A. Grossnickle of 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 15 days of the date of the invoice. Our invoices contain a summary of the work performed, disbursements incurred and the professional fees charged.

I want you to be fully satisfied with both the quality and costs of my services. I, therefore, encourage you to discuss with me any questions relating to fees for my services.

#### **How Fees are Set**

The guideline hourly rate is \$150.00 per hour for professional services. 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. The stated hourly rate will not be changed without an updated Engagement Letter that will be reviewed and approved by the Board.

Any such alternative billing arrangements will be the subject of a separate understanding.

Time is recorded in one-tenth hour increments.

#### **Disbursements and Other Expenses**

In addition to professional fees, you will be responsible for disbursements and other expenses related to the engagement. Typically included are facsimile, long-distance telephone, courier and photocopy, and document printing charges; postage; travel expenses; and charges for complex document production, and computerized research.

Monthly Statements

My firm sends monthly reminder statements to accounts that are not current. In the event that an invoice remains unpaid past the due date, services may be discontinued. If collection activities become necessary, we will be entitled to see reasonable attorneys' fees and costs of collection.

Disposition of Files

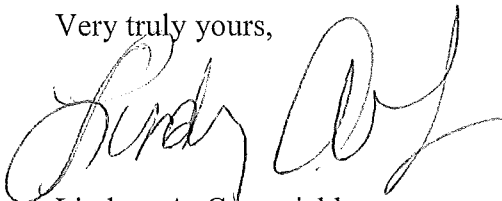
Original Board papers or other valuable Board property that you provide to me will be returned to you when no longer needed. I will retain your file for one (1) year following conclusion of services. If you have any questions, concerning BLOOM GATES & WHITELEATHER, LLP's records retention policy, please contact me.

Other Matters

**The services provided under this Engagement Letter are NOT of a legal nature.** I am not your attorney. My services are of a professional nature related to being a 5<sup>th</sup> Neutral Board Member. Therefore, there is no attorney-client privilege as it relates to confidentiality. If confidentiality applies, it would apply as it would pursuant the constructs and existing or amended rules and Bylaws of the Board.

I appreciate the opportunity to service your needs. I am looking forward to working with you on this engagement.

Very truly yours,



Lindsey A. Grossnickle