

Lansing
313 S. Washington Square
Lansing MI 48933

Detroit
333 W. Fort Street – Suite 1400
Detroit MI 48226

Walter S. Foster
1878-1961
Richard B. Foster
1908-1996
Theodore W. Swift
1928-2000
John L. Collins
1926-2001

Webb A. Smith - *Retired*

Charles A. Janssen
Charles E. Barbieri
Scott L. Mandel
Michael D. Sanders
Brent A. Titus

Brian G. Goodenough
Matt G. Hrebec
Deanna Swisher
Thomas R. Meagher
Douglas A. Mielock
Scott A. Chernick
Paul J. Millenbach
Dirk H. Beckwith
Brian J. Renaud
Lynwood P. VandenBosch
Lawrence Korolewicz
James B. Doezema
Anne M. Seurynck
Michael D. Homier
Scott H. Hogan
Benjamin J. Price

Southfield
28411 Northwestern Highway – Suite 500
Southfield MI 48034

Holland
151 Central Avenue – Suite 260
Holland MI 49423

Michael R. Blum
Jonathan J. David
Andrew C. Vredenburg
Julie I. Fershtman
Todd W. Hoppe
Jennifer B. Van Regenmorter
Thomas R. TerMaat
Frederick D. Dilley
David R. Russell
Joel C. Farrar
Laura J. Genovich
Karl W. Butterer, Jr.
Mindi M. Johnson
Ray H. Littleton, II
Jack L. Van Coevering
Anna K. Gibson

Nicholas M. Oertel
Alicia W. Birach
Adam A. Fadly
Michael J. Liddane
Ryan E. Lamb
Clifford L. Hammond
Matthew S. Fedor
Andrea Badalucco
Stefania Gismondi
Leslie A. Abdoo
Julie L. Hamlet
Michael C. Zahrt
Mark T. Koerner
Warren H. Krueger, III
Taylor A. Gast
Rachel G. Olney

Thomas K. Dillon
Robert A. Hamor
Jacquelyn A. Dupler
Dora A. Brantley
Stephen W. Smith
Amanda Afton Martin
Steven J. Tjapkes
Daniel S. Zick
Alexander S. Rusek
Benjamin R. Judd
Erica E.L. Huddas
Jennifer L. Montasir
Bryan Cermak
Mikhail Murshak
Kevin J. Roragen
Michael A. Cassar

Grand Rapids
1700 E. Beltline NE – Suite 200
Grand Rapids MI 49525

St. Joseph
800 Ship Street – Suite 105
St. Joseph MI 49085

Hilary J. McDaniel Stafford
Emily R. Wisniewski
Amanda J. Dernovshek
Brandon M. H. Schumacher
Alaina M. Nelson
Sydney T. Steele
Anthony M. Dalimonte
Jim W. Scales
Benjamin C. Dilley
Nicholas J. Stock, II
Keith T. Brown
Mallory E. Reader
Reed K. Powers
Dina D. Kashat

Writer's Direct Phone: 248.785.4724

Fax: 248.538.2092

Reply To: Southfield

Email: AMartin@fosterswift.com

August 14, 2023

E-Mail

Joseph Korzeniewski
1281 Meadow Wood Dr.
Manistee, MI 49660
korz@thepestogroup.com

Dear Mr. Korzeniewski:

We are pleased that you have requested to retain us to represent you in the creating a non-profit entity.

Our representation will commence, and we will serve as your counsel, when we are in receipt of a copy of this letter signed by you. This signed letter acknowledges your understanding of the details of our representation and confirms the scope of the work as outlined below. It is customary in the legal profession to initiate a relationship between an attorney and client through an engagement letter. This engagement letter and the attached Additional Terms of Engagement will serve as an agreement about the nature and scope of our relationship.

Client understands and acknowledges that Firm is to represent Joseph Korzeniewski for the purpose of creating a nonprofit entity. Said representation will include creating a Michigan nonprofit business entity and preparation of the IRS form 1023 (or 1023-EZ), recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code. This Agreement does not cover general corporate matters after the creation of the entity. If Client desires the firm to proceed on general corporate matters not covered in this Agreement, Firm can perform this service at an additional fee.

In the interest of assuring that you are fully aware of our fees, we are explaining our fee arrangement for our representation in this engagement below.

If you retain us, our services will be billed on the basis of hourly rates for the time incurred. The present hourly rates for those individuals expected to perform services for your matter are as follows:

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Range

A.	Amanda Afton Martin	\$320.00		
B.	Shareholders	\$300.00	-	\$560.00
C.	Associates/Senior Attorneys	\$240.00	-	\$375.00
D.	Legal Assistants	\$160.00	-	\$250.00

The hourly rates are set depending upon experience and expertise. The hourly rates are subject to adjustment from time to time. You will also be billed for costs which are expenditures by the Firm on your behalf. The costs and attorney fees will generally be billed monthly. If an invoice is not timely paid, a late charge may be added to any portion not paid within thirty (30) days. The late charge will be computed at the rate of .58% per month (7% annual) starting thirty (30) days after the date of the invoice.

Based on the information you have provided, the Firm believes that its representation of you complies with the Michigan Rules of Professional Conduct. However, because changes in structure, ownership, employment, etc. may give rise to conflicts of interest, you must promptly advise us of such changes during this engagement. If we determine that a conflict of interest arises during this engagement, the Firm may take appropriate steps to remedy the conflict, including withdrawal.

Our responsibility in representing you is, of course, to do so in a manner that is consistent with the customary professional practices and requirements for handling matters of this sort. In turn, we will need your full and timely cooperation. This will likely include providing us with various materials relating to the matters for which you are retaining us.

The Firm will pursue this matter on your behalf conscientiously and without delay, but with regard for the Firm's workload and the nature of the legal system. The Firm will keep you reasonably informed about the status of this matter and welcomes requests for information.

We intend to establish a mutually rewarding and enduring relationship with you as your legal counsel. Nevertheless, you are free to terminate our services at any time by written notice to us to that effect. We may also terminate our services to you, by written notice to you to that effect, if you unreasonably fail to cooperate with us, if you fail to pay our monthly statements in a timely manner, or if we determine that our continued representation of you would violate the rules of professional responsibility applicable to lawyers or would otherwise be impractical.

When this matter has concluded, the Firm will return to you any original materials in the Firm's files that belong to you. The Firm will dispose of its files (including the Firm's work product) related to this matter as it sees fit.

Although this letter is intended to deal with the specific matter referenced above, it will also govern any other legal services that we may render to you in the future, unless we mutually agree in writing to a different arrangement with respect to these future matters.

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Should you have any questions, please phone us. If you agree with the above, please sign the enclosed copy at the bottom. Your return of the letter is the first step in our representation of your interests. We look forward to serving you.

Very truly yours,



Amanda Afton Martin

AAM:tmlh

AGREED:

By: _____
Joseph Korzeniewski

Dated: _____

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Additional Terms of Engagement

Scope of Engagement:

Our engagement is on behalf of the parties expressly named in our agreement. As way of example, our representation of an entity does not include a representation of the interests of the individuals that are directors, shareholders, or officers of that entity.

Cooperation:

You agree to fully, accurately, and truthfully disclose to us all facts that may be relevant to the matter or that we may otherwise request to keep us apprised of developments relating to the matter. You agree to cooperate fully with us in all matters related to the preparation and presentation of your claims. We will be relying on the completeness and accuracy of the information you provide when we perform our services.

No Promise or Guarantee of Results:

You agree that we have made no promises or guarantees regarding the outcome of your case. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney, employee, or agent of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result. In addition, the advice and communications we render on your behalf are not intended to be disseminated to or relied on by any other parties without our prior written consent.

Consultations with Internal and Outside Counsel to the Firm:

We represent a large number of clients on a wide variety of complex matters. In the course of our representation, we may consult with the firm's internal counsel with expertise in legal ethics issues and in the past have considered such consultations to be attorney-client privileged. Recent court rulings have indicated that in some circumstances such consultations may not be deemed privileged. Our firm believes that expert advice and analysis regarding legal ethics issues would positively benefit our clients.

You agree that if we determine during the course of the representation that it is either necessary or appropriate to consult with our firm's internal counsel or outside counsel to the firm, we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege.

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E-mail Policy:

Our firm's attorneys, employees, and agents may utilize e-mail for communications in this matter unless you notify us, in writing, not to use this means of communication. Unless you request in writing that we encrypt out-going e-mail and we have agreed in writing to reasonable and mutually acceptable protocols, documents sent to you by e-mail will not be encrypted.

Our firm expends reasonable efforts to exclude any virus or other defect that might affect any computer or IT system from our e-mails and electronic documents. We do not accept liability for any loss or damage resulting from the use of commercial software, or the receipt or use of electronic communications from us containing a virus or defect that was not created by us.

Circular 230 Notices:

Congress has passed legislation imposing reporting requirements and penalties, which the IRS has implemented by amending Circular 230 and setting forth various rules about written tax advice. As a result, you may notice that we will often have a Circular 230 statement on written communications about reliance on what you receive.

Attorney's Lien:

All payments by way of recovery, award, judgment, or settlement to you from third parties shall be made jointly payable to you and us. If you obtain a monetary judgment or award, we shall have a lien on the proceeds to the extent of any of our unpaid fees, disbursements, or other charges.

Relationship Term:

When we have completed the specific professional legal services agreed to in this engagement, our attorney-client relationship shall end, regardless of the date you are billed or pay for our services.

Any agreement to provide non-professional services (facilities use, file storage, copies of old client files) does not revive the attorney-client relationship. The newsletters, e-mails, or other publications that we may occasionally send to you containing general updates on areas of the law of interest to you do not revive an attorney-client relationship.

Future Representation:

If our attorney-client relationship has ended, we have no obligation to represent you in connection with related matters unless we have agreed to do so in writing in our engagement agreement. Regardless of whether we are representing you in other matters, we have no duty to accept new engagements from you unless mutually agreed.