

Kevin R. Flynn, Esq.
Direct: (513) 763-3583
kflynn@gfh-law.com

August 23, 2010

Mr. Paul Purchaser
1234 Blackacre Drive
Cincinnati, Ohio 45200
Via e-mail

Re: Purchase of 5678 Whiteacre

Dear Mr. Purchaser,

This letter explains Griffin Fletcher & Herndon LLP's limited attorney-client relationship with you, as well as our fees, expenses charged to clients, billing policies and payment terms and sets forth our agreement to represent you as legal counsel solely in relation to the negotiation of the contract for the purchase of the above referenced property. You acknowledge and agree that we represent your preferred lender, The Merchant's Bank and Trust Company (the "Bank"), consent that we continue to represent the Bank in any transactions you may have with the Bank, waive any conflict related thereto, and agree to obtain separate counsel, if you desire representation, in connection with any such transactions. Experience has shown that the attorney-client relationship works best when there is an understanding about such matters up front.

Legal Fees

Griffin Fletcher & Herndon LLP uses hourly rates as a guideline on which to base its fees. I will be the primary attorney working on your matters and my rate is \$250.00 per hour. It should take 2.5 hours total, or less, for contract review and comment.

Costs and Disbursements

It is our policy to serve you with the most effective support systems available, while at the same time allocating the costs of such systems in accordance with the extent of usage by individual clients. Therefore, certain costs incurred on long-distance telephone calls, courier delivery, copying charges, travel expenses, computer research facilities, and the like, are payable by the client. Invoices for such items will be sent directly to you for payment.

Retainer

It is our policy to NOT require a retainer for your type of matter, unless there are extraordinary circumstances of which you would receive prior notice, or nonpayment of invoices by you.



attorneys at law

Billing

Our policy is that statements for services rendered and costs advanced by the firm should be rendered to clients monthly. In addition, the firm sends its clients a monthly statement of account itemizing amounts outstanding as of the date the statement is prepared.

Payment

Since there is generally a relatively significant time lag between the performance of our services and the submission of a statement, all statements for services rendered are due and payable upon receipt. It is the policy of the firm to perform no work for any client who is more than sixty days in arrears on any outstanding bill unless other arrangements are made.

Questions About Billing

I want to assure you that it is our goal to provide legal services to you on the most cost-efficient basis possible. If at any time you wish to discuss our billing policies or procedures or a specific billing statement, I encourage you to contact me.

If the foregoing meets with your approval, please acknowledge your agreement to these arrangements by signing this letter and returning it to me.

Thank you very much for giving Griffin Fletcher & Herndon LLP this opportunity to represent you. I can assure you that we will provide you with legal services of the highest quality in a timely fashion at a competitive cost.

Lawyers Title of Cincinnati, Inc. is a company related to Griffin Fletcher & Herndon LLP and often provides title insurance to buyers and lenders in real estate transactions in which Griffin Fletcher & Herndon LLP is involved.

Sincerely,
Griffin Fletcher & Herndon LLP

By: _____
Kevin R. Flynn

AGREED TO:

By: _____
Paul Purchaser

Date _____