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TELEPHONE (304) 422-6700

December 15, 1995

Harping for Harmony  
c/o John Lozier  
428 Van Gilder Avenue  
Morgantown, WV 26505

RE: Formation of Non-Profit Organization

Dear Mr. Lozier:

Spilman, Thomas & Battle is pleased to represent Harping for Harmony in its formation of a non-profit organization in the State of West Virginia. This letter will confirm the terms under which this Firm will undertake this representation.

The terms are as follows:

1. Carl H. Cather, III, will undertake the primary responsibility for this representation with assistance from other partners, associates and paralegals on an as-needed basis.
2. Each month the Firm will send an invoice to Harping for Harmony for the professional services rendered and expenses incurred on its behalf during the prior month in connection with this matter.
3. The cost for the initial formation of the corporation will be Five Hundred Dollars (\$500.00), plus out-of-pocket expenses. The fees thereafter included in our invoices for professional services rendered will be calculated in accordance with the following schedule of hourly rates. My hourly rate will be One Hundred Fifteen Dollars (\$115.00) per hour and the rates for those who may assist me on this project should range from Sixty Dollars (\$60.00) per hour to One Hundred Sixty Dollars (\$160.00).
4. Each invoice will contain a narrative of the professional services rendered during the prior month in connection with this matter; the initials of the attorney or paralegal who rendered each specific professional service; the expenses incurred on behalf of Harping for Harmony during the prior month in connection with this matter; and the total amount due and owing to this Firm on the basis of these professional services rendered and expenses incurred. The invoice will be payable in full within thirty (30) days of the date thereof. In the event that Harping for Harmony should fail to pay any invoice in full within ninety

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(90) days of the date thereof, this Firm may elect to terminate its representation.

5. Expenses, if any, which we incur on behalf of Harping for Harmony in the amount of Five Hundred Dollars (\$500.00) or more each will be sent to you for direct payment to the vendor.

6. Our representation of Harping for Harmony will be subject to the provisions of the Rules of Professional Conduct and all applicable laws.

If you have any questions or comments regarding any of these terms, please contact me at the address or telephone number set forth above. If these terms are acceptable to Harping for Harmony, I respectfully request that you sign the enclosed copy of this letter and mail it back to me in the self-addressed envelope.

Again, thank you very much for affording us the opportunity to represent Harping for Harmony in connection with this matter.

Very truly yours,

  
Carl H. Cather, III

CHC, III:dmt  
Enclosure  
Approved and Accepted by:

HARPING FOR HARMONY

  
\_\_\_\_\_  
John Lozier

*Returned  
2-18-96*