KOHRMAN | JACKSON | KRANTZ

First M. Lastname | Title

Direct: ###.###.#### | Cell: ###.###.#### | @kjk.com

One Cleveland Center | 1375 East Ninth Street
29th Floor | Cleveland, Ohio 44114-1793

Main: 216.696.8700 | Toll-free: 888.696.8700 | Fax: 216.621.6536

February 16, 2018

Kevin M. Butler
Law Director
City of Lakewood
12650 Detroit Ave.
Lakewood, Ohio 44107

Re: Engagement Letter: Foundation Planning Task Force

Dear Mr. Butler

We are pleased to confirm that you have retained Kohrman Jackson & Krantz LLP to represent the City of Lakewood to assist the Foundation Planning Task Force develop the structure and file for tax exemption for the Lakewood Wellness Foundation. The scope of our work will be to provide legal services to the City of Lakewood, as the client, in connection with the above-captioned matter.

In connection with our representation, we are sending this letter to explain our fees, terms and billing procedures and confirm that you agree to them. In our experience, the attorney-client relationship works best when there is a mutual understanding of these matters. A written engagement agreement is also required or recommended by the professional conduct rules of the jurisdictions in which we practice law.

Please carefully review this letter agreement and the enclosed "Terms of Engagement for Legal Services," which contains additional terms and conditions regarding this engagement. Whenever the terms and conditions in this cover letter vary in any regard with the "Terms of Engagement for Legal Services," the terms in this cover letter will apply to our agreement.

We normally charge for our legal services on an hourly basis. At present, our hourly billing rates are as follows: paralegal and law clerk rates range from $160 to $180 per hour, associate attorney rates range from $200 to $335 per hour, and partner attorney rates range from $310 to $500 per hour. Kevin O'Connor and I will be the main attorneys working on this matter. My rate is $420 per hour Kevin's rate is $390. We will provide the City of Lakewood with a 10% discount off these fees. Except as provided below regarding the 1023 application, we will bill these fees minus 10%, as well as certain costs and expenses we may incur in rendering legal services on your behalf, to you on a monthly basis. We will send our invoices to you by e-mail, to the address you insert below your signature below. The fees and expenses reflected on our billing statements are payable within thirty days. Please refer to the enclosed "Terms of Engagement for Legal Services" for additional information.

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As part of the engagement, we will file the 1023 application for tax-exempt status with the IRS. We have agreed to charge the City a flat fee of $2,500 for completing and filing the application and responding to any inquiries from the IRS, including making any changes required by the IRS. We will bill you for this once we have completed and filed the 1023 application.

We have also, as part of our response to the request for proposals, indicated that we would have at least one attorney attend all the regularly scheduled monthly meetings of the Task Force at no charge. We will indicate that attendance on your bills, but will have a "no charge" entry as to our fees for such attendance.

To pay an invoice by credit card, please visit our online payment portal at www.kjk.com and look for the "Payment Center" link at the bottom right, or request a copy of our credit card payment authorization form. Of course, please feel free to contact me should you ever have a question regarding any of our bills.

Confirmation

Please confirm your understanding and acceptance of these terms by signing and dating the acknowledgment below and returning a complete copy of this engagement letter to me by e-mail, fax, express delivery service or U.S. mail. We reserve the right to suspend our legal services until we receive a signed copy of this engagement letter back from you.

If you have any concerns about the terms described in this engagement agreement, please do not hesitate to contact me so that I can address them.

We appreciate the confidence you have expressed in Kohrman Jackson & Krantz LLP. I assure you we will pursue your matters diligently and expeditiously.

Sincerely,

Susan O. Scheutzow

Susan O. Scheutzow

Enclosures

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The undersigned acknowledges reading and understanding this letter and the enclosed Terms of Engagement for Legal Services, including the "Conflicts of Interest" section and that the undersigned is authorized to sign this letter on behalf of the client named below:

City of Lakewood

By:	
Its:	Director of Law
Dated:	February 20, 2018

Please insert your e-mail address for billing purposes:
kevin.butler@lakewoodoh.net

KOHRMAN | JACKSON | KRANTZ

One Cleveland Center | 1375 East Ninth Street
29th Floor | Cleveland, Ohio 44114-1793

One Columbus Center | 10 West Broad Street
Suite 1900 | Columbus, Ohio 43215

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Terms of Engagement for Legal Services

The following is a statement of the terms and conditions under which Kohrman Jackson & Krantz LLP agrees to be engaged to provide you with legal services. Unless supplemented or modified by mutual assent in a written document (for example, in the engagement letter that accompanies this statement), the following terms and conditions will govern your engagement of our firm and our relationship with you. Therefore, we ask that you review these terms and conditions carefully, and contact us promptly if you have any questions. We also recommend that you retain this statement in your files for future reference.

ACCEPTANCE

You will be deemed to have accepted and agreed to these terms and conditions unless you promptly notify us otherwise in writing. Any different or additional terms contained in any communication you may make to us are hereby rejected unless we affirmatively accept them in writing. Any purported modification or rescission by you of these terms and conditions, whether written or oral, will be of no effect unless expressly agreed to by us in writing.

OUR CLIENTS IN THIS ENGAGEMENT

All references in these terms and conditions to "you" refer solely to those persons or entities specifically identified as clients in our internal matter intake and conflict check procedures or in the engagement letter accompanying this statement. Those persons or entities, and only those persons or entities, will constitute our clients for purposes of this engagement.

We specifically disclaim any attorney-client relationship with, duty of care to, or fiduciary or other duties to, any other person or entity, regardless of whether any such person or entity is in any way related to or affiliated with you unless we have expressly agreed to such joint representation in writing, and in any such case have obtained all necessary conflict waivers. For example, if you are an entity (such as a corporation, partnership or limited liability company), we do not undertake representation of, owe any duty to or incur any liability or obligation to, and we are not in privity with, any of your owners, shareholders, members, partners, directors, officers, managers, employees, parent entities, sister entities, creditors, subsidiaries or other affiliates by reason of performing legal services for you in the absence of an express agreement to the contrary. Likewise, if you are a shareholder, general partner, limited partner or member of such an entity, or a group of shareholders, general partners, limited partners or members of such an entity, we do not undertake representation of, owe any duty to or incur any liability or obligation to, and we are not in privity with, that entity, any of its creditors or any of its other shareholders, general partners, limited partners or members in the absence of an express agreement to the contrary. Accordingly, we are not prohibited under the conflict of interest rules from representing other clients of our firm in matters adverse to any person or entity that has not been specifically identified as a client in this engagement.

SCOPE OF ENGAGEMENT

Our engagement is limited to the performance of services related to the transaction, dispute or other matter as to which you have requested our legal representation. Unless you have engaged us to act as your general counsel, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter, even if it is related in some manner to the matter that is the subject of this engagement. For instance, unless specified in the accompanying letter, our representation of you does not include any responsibility for: review of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about this matter; or advice to you about your disclosure obligations under securities laws, rules or regulations or about tax consequences unless such advice is customarily provided in connection with the specific matter for which we have been engaged.

You may limit or expand the scope of our representation from time to time, but we must agree in advance to any substantial expansion of our representation. Our agreement to expand the scope of our representation may be evidenced by our performance of additional services.

During this engagement, we may express opinions or beliefs concerning the matter or matters for which we are providing representation or various courses of action and the results that might be anticipated. Such statements are intended only as expressions of opinion, based on information available to us at the time. You should not construe such statements as promises or guarantees.

YOUR RESPONSIBILITIES

To enable us to represent you effectively, we must require that you:

- cooperate fully with us in all matters relating to the representation;
- fully and accurately disclose to us all facts and documents, including any new developments, that may be relevant to the representation or that we may otherwise request;

- make yourself and your personnel reasonably available to attend meetings, court proceedings and conferences;
- refrain from engaging in any illegal, unethical or fraudulent conduct or in any manner that conflicts with our advice to you; and
- pay our billing statements for services and expenses according to these terms and conditions.

WHO WILL PROVIDE THE LEGAL SERVICES

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time.

All or part of the work we do for you will be performed by such attorneys, legal assistants and clerical staff as we deem necessary or appropriate, under the supervision of the principal attorney. This may be done for the purpose of involving lawyers or legal assistants with special expertise in a given area, for the purpose of providing services on the most efficient and timely basis or for other purposes.

OUR FEES AND RATES

To help us determine the value of our services, we require our lawyers, legal assistants and certain clerical personnel providing specialized support to maintain time records for each client and matter. Our attorneys and legal assistants, and certain of our clerical personnel, are assigned hourly rates that are reflected on the monthly time records and will be provided to you upon request. These rates are generally based on that person's experience, skill and special knowledge. The applicable rates are multiplied by the time expended on a matter, measured in tenths of an hour, to determine the fees for our services in most engagements. The time records relating to this engagement will be reviewed monthly by the responsible attorney assigned to you before a billing statement is rendered. Rate changes may occur from time to time during the course of this engagement, but such changes ordinarily would not occur more frequently than annually, usually at the beginning of a calendar year.

If you and we have agreed on a fixed fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make complete and accurate disclosure of information we request and that we reasonably require for our work, or if you materially change the terms, conditions, scope or nature of the work, as compared to that described by you when we agreed on the fixed fee or as compared with the work normally and customarily involved in similar engagements. If any of these events occurs, you agree that our fees will be based on the other factors described below, unless you and we agree on a revised fixed fee arrangement. If any accompanying engagement or cover letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fixed fee arrangement, then our fees for services will not be subject to a maximum limit or cap.

Generally, our fees would be determined as outlined above. Occasionally, however, it is appropriate for us to determine the fair value of the services we have provided in a different manner or based on additional factors, such as:

- the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- the likelihood, if apparent to you, that the acceptance of the particular employment will preclude other employment by us;
- the fees customarily charged in our locality for similar legal services;
- the amount involved;
- the results obtained;
- the time limitations imposed by you or by the circumstances;
- the nature and length of our professional relationship with you;
- the experience, reputation and ability of the lawyer or lawyers who performed the services; and
- whether the fee is fixed or contingent.

We will not determine your fee other than on an hourly basis without your approval, but we may decline to undertake representation on this or any other matter for which you do not approve an alternative fee method we propose.

We will charge for all activities undertaken in providing legal services to you under this engagement, including but not limited to the following: conferences, including preparation and participation; preparation and review of correspondence and other documents; legal research; court and other appearances, including preparation and participation; and telephone calls, including calls with you, other attorneys or persons involved in this matter, and governmental agencies. The legal personnel assigned to your matter will need to confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. We will also charge for travel time, both local and out of town.

Unless otherwise specifically agreed to by us in a separate writing or in the accompanying engagement letter, it is expressly understood that payment of our fees and expenses is in no way contingent on the ultimate outcome of the matter.

FEE ESTIMATES

Any estimates of anticipated fees that we provide at your request, whether for budgeting purposes or otherwise, are necessarily only an approximation of the potential fees due to the limited information available to us at the time and the uncertainties involved. Whenever possible we will furnish an estimate based upon our professional judgment, but always with a clear understanding that such estimate does not constitute either a maximum or a minimum fee quotation. The ultimate cost frequently is more or less than the amount estimated, and sometimes substantially so. Our actual fees will be determined in accordance with the policies described in these Terms of Engagement, which fees you expressly agree to pay.

COSTS AND DISBURSEMENTS

We typically incur and pay certain direct expenses on behalf of our clients. Such direct costs and expenses may include, but are not limited to: outside copying services; courier and delivery charges; computer research charges; filing fees; recording services; local counsel fees; co-counsel fees; consultant fees; court, arbitration or mediation fees; witness fees; court reporter fees and deposition transcripts; staff overtime when required by you or the matter's timing; and travel costs, lodging charges and out-of-town meals. We are not obligated to advance direct costs and expenses on your behalf, but when we do, we do so as your agent upon the understanding that you will pay these costs and expenses when we bill you for them. We may require an advance deposit from you relating to such direct costs and expenses, including but not limited to when the aggregate amount of any such costs or expenses exceeds $1,000 from time to time.

Unless otherwise agreed, certain indirect costs and expenses that are incidental to the provision of legal services are included within our hourly billing rates. These incidental costs and expenses include, but are not limited to, customary postage, facsimile and telephone charges. However, they exclude in-house document reproduction, for which we charge a fixed cost per page.

RETAINER POLICY

It is our policy to obtain an advance retainer from most new clients, and from existing clients under many circumstances. Under Ohio law, we are required to deposit all client retainers in a non-interest bearing account called an Interest on Lawyer's Trust Account (IOLTA), and:

- if we are requiring the retainer as a deposit against fees, then we will draw against the funds deposited in the IOLTA account to satisfy our monthly billing statements (copies of which will be sent to you by e-mail for your information) and you will be required to replenish the retainer on a monthly basis as it is reduced to pay the fees and expenses described in those statements; or
- if we are requiring the retainer as a deposit as security for payment, then the deposited funds will remain in the IOLTA account for the duration of this engagement, and you will be required to pay the amounts specified in our monthly billing statements without deduction for the retainer.

If we do not specify the nature of the retainer, it will constitute a deposit as security. In either case, we will return any remaining balance of the retainer to you upon termination of our representation, subject to our reserved right to use such part of the remaining funds as necessary to satisfy any unfulfilled payment obligation you may have to us.

We may increase the amount of any retainer from time to time when, in our judgment, that is necessary to secure payment of the fees and expenses we anticipate will be incurred in the completion of our representation of you. If you do not deposit or maintain the required retainer, we may defer providing further legal services to you until the required payments are made or, at our option and subject to applicable rules of professional conduct, we may withdraw from this engagement.

BILLING, PAYMENT AND COLLECTION

Unless otherwise agreed, we will bill you on a monthly basis for fees, costs and disbursements. Due to the manner in which certain outside costs and expenses are billed to and compiled by us, such items may not appear in the billing statement for the month in which they are incurred. It is our policy to send our billing statements to the e-mail address(es) specified by you in the accompanying engagement letter or otherwise from time to time.

You agree to remit all payments (whether in payment of our billing statements or in replenishment of your retainer deposit) within 30 days after the date of our billing statements, in U.S. dollars, by check or drafts payable to "Kohrman Jackson & Krantz LLP", by credit card or by wire transfer to an account designated by us.

We reserve the right to assess interest on all late payments at the maximum rate permitted by state law, but not exceeding 1.5% per month, on any balance you fail to pay within 30 days after the statement date, without advance notice to you. The purpose of this late charge is to encourage prompt payment, thereby reducing our billing and collection costs.

If we are representing two or more clients in this engagement, then each of you will be jointly and severally responsible for the payment of our billing statements, notwithstanding any agreement to the contrary among you. We will send our billing statement only to the person or entity you designate from time to time as being responsible for payment.

Upon request, we will forward our billing statements to a third party designated by you who is assuming payment responsibility for any legal bills (for instance, the insurance carrier who holds your liability coverage). In the event we do not receive timely payment from that third party, we will look to you to payment of our legal fees and expenses, including any late charges, and you agree to be responsible for prompt payment in that event.

We make every effort to include disbursements in the billing statement covering the month in which they were incurred. However, there are often occasions when disbursements may not be posted in our billing system until sometime after the month in which they were incurred. In addition, if our bill is to be paid in full at the closing of a transaction, we may add a reasonable estimate of unposted fees and disbursements in the closing bill.

We will notify you if your account becomes delinquent or if you need to replenish a retainer deposit, and you agree to bring the account or the retainer deposit current within 30 days after receipt of our notice. If the delinquency continues and you do not arrange payment terms satisfactory to us, we may defer providing further legal services to you until the required payments are made or, at our option and subject to applicable rules of professional conduct, we may withdraw from this engagement.

It is our policy to impose a credit hold on any matter for which receivables are outstanding for more than 90 days, and we may elect to initiate internal or external collection procedures for any such past due balance. If we institute legal action to collect any delinquent fees, costs or disbursements owed to us, we will be entitled to an award of all pre- and post-judgment interest and reasonable attorneys' fees and expenses so incurred through arbitration, trial and appeal of the proceeding.

CONFLICTS OF INTEREST

We have numerous clients, many of whom rely upon us for general representation. It is possible during the time we are representing you that some of our current or future clients will have disputes with you, engage in transactions with you or otherwise develop an adverse relationship with you.

In the event that our representation of you becomes directly adverse to our representation of another current client, or there arises a substantial risk that our ability to consider, recommend or carry out an appropriate course of action for you will be materially limited by our responsibilities to another client, a former client or by the personal interests of any of our attorneys, the Ohio Rules of Professional Conduct will prohibit us from continuing our representation of you unless:

- we determine that we will be able to provide competent and diligent representation to you and the other client;
- the representation will not involve the assertion of a claim by you against the other client, or by the other client against you, in the same proceeding;
- the representation is not otherwise be prohibited by law; and
- each of you and the other client gives informed consent to the representation in writing.

You acknowledge and agree that our representation of you in this matter or otherwise will not preclude us from representing existing or future clients that are involved in the same industry, sectors or businesses in which you are involved.

TERMINATION OF ENGAGEMENT

Either of us may terminate this engagement at any time and for any reason by written notice to the other, subject on our part to applicable rules of professional conduct. Unless sooner terminated, this engagement will terminate upon our sending you a final billing statement. The termination of this engagement will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter to any other counsel subsequently retained by you.

Following termination, any otherwise non-public information that you supplied to us and that we have retained will be kept confidential in accordance with applicable rules of professional conduct. At your request and expense, any documents and other property you have provided to us will be returned to you promptly upon receipt of full payment of our final billing statement. We may, at your expense, make copies of all documents returned to you for archival purposes. We have the right to retain all of our own files, including lawyer work product, pertaining to this engagement.

It is possible that, after termination of this engagement, there will be changes in applicable laws that could impact your future rights and liabilities. However, following such termination, we will have no continuing obligation to advise you with respect to legal or other developments unless you subsequently engage us specifically to provide additional advice on issues relating to the matters that were the subject of this engagement.

DISPOSITION OF RECORDS AND PROPERTY

For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any paper or electronic documents or other materials in our possession, or to return any of your property that is in our possession to you, consistent with applicable law and our practice and records retention policy (as in effect from time to time). Under this policy, we will securely destroy all files relating to matters for which you have engaged us once those matters have been closed for at least ten years, subject to limited exceptions. If you do not wish your files to be destroyed, you must notify our Document Retention Partner in writing and agree to take possession of your files, at your expense, prior to their destruction. We will have no obligation to provide you with any further advance notice of the destruction of your files.

CONSENT TO ELECTRONIC COMMUNICATIONS

In order to maximize efficiency in this matter, we intend to use state of the art communications devices to the fullest extent possible (for example, e-mail, document transfer by computer and cellular telephones). The use of such devices under current technology may place your confidences and privileges at risk. However, we believe the effectiveness involved in the use of this

technology outweighs the risk of accidental or unintentional disclosure. Unless you instruct us otherwise in writing, you consent to our use of this technology in connection with this matter.

ASSIGNMENT; WAIVER; SEVERABILITY

You may not assign any of your rights or obligations under these terms and conditions without first obtaining our written consent.

Any waiver by us of a breach of any provisions of these terms and conditions by you will not be deemed a waiver of future compliance therewith. No course of dealing between us and you, and no failure or delay by us in exercising any right, power or privilege under these terms and conditions, will operate as a waiver thereof or otherwise prejudice our rights, powers and remedies hereunder. The remedies provided for in these terms and conditions are cumulative and not exclusive of any remedies available to us at law or in equity.

Even if any of these terms and conditions is declared unlawful or invalid, the remaining terms and conditions will continue in full force and effect.

GOVERNING LAW; VENUE; JURISDICTION

These terms and conditions will be construed and enforced according to the domestic substantive laws of the State of Ohio without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other state or jurisdiction.

Any action or proceeding arising out of or relating to this engagement shall be brought in any court of competent jurisdiction in Cuyahoga County, Ohio, or in the United States District Court for the Northern District of Ohio, Eastern Division, and you irrevocably submit to the exclusive jurisdiction of each such court in any such action or proceeding, waive any objection you may now or hereafter have to venue or to convenience of forum, agree that all claims in respect of the action or proceeding shall be heard and determined only in any such court and agree not to bring any action or proceeding arising out of or relating to this engagement in any other court. You further agree that we may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between us to irrevocably to waive any objections to venue or to convenience of forum. Notwithstanding the foregoing, you and we may agree to ask the Cleveland Metropolitan Bar Association to adjudicate any dispute concerning our fees or expenses.

ENTIRE AGREEMENT

These terms and conditions, together with the accompanying engagement letter, constitute the sole and entire agreement between us. All prior communications, representations, negotiations and promises with respect to this engagement are merged herein.

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