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April

26, 2007

Mr. Guy Loftman  
532 N. Walnut Street  
Bloomington, IN 47408

Re: Indian Creek Firefighters — Contract

Dear Guy:

I was disappointed that your client had no counter-offer to the proposed contract that we submitted to you. Through her public statement at the Indian Creek Meeting on April 24, I learned that she objected to the clause about liquidated damages for public allegations of breach. Of course, it was not our intention to limit her very necessary conversations with her Township Board and we'd be happy to clarify that in the contract. In her public statement, I found no other specific objections to our contract.

Given the new information that she has actually been negotiating a contract with Jerry Hooten and others to start a new fire department during the time that ICFF believed she was negotiating with them on a new contract, any possibility of moving forward seems dim. I was surprised to learn of that information on Tuesday night, as were many residents of Indian Creek.

The ICFF Board and I had several conversations in light of this recent information and considered several suggestions from residents provided at the public meeting. One interesting proposal was that the ICFF amend its bylaws to have a permanent seat on its Board for the Trustee to ensure an easy avenue for future communication. Unfortunately, it would probably be a conflict of interest for the Trustee to serve on a Board of an organization which she funds. If you can think of an appropriate way for something along these lines, I'd be happy to hear it.

My reading of the lease is that it's a forty (40) year lease, extending to 2013, unless its terms are violated. The language of the lease requires that ICFF maintain a fire station on the premises, but doesn't actually contain language requiring it to provide fire protection. The ICFF Board believes that they are in compliance with the letter and spirit of the lease, even if your client does not renew their contract. Therefore, they have no current intention of vacating the premises and hope that we will be able to resolve this situation.

The ICFF Board still believes that the best interests of the residents would be served by keeping their local, volunteer fire department. Therefore, as a possible way to bring this to an amicable resolution, I would like to formally extend an invitation to engage in mediation. ICFF would be willing to entertain any proposal your client might have as to a suitable party to act as a mediator. I will be out of the office on Friday, April 27, and Monday, April 30, but you can contact my office if need be and they will be able to get in touch with me during my absence.

Very Truly Yours,

Catherine Stafford  
Attorney at Law