

August 5, 2010

Mr. Grant Degginger  
Mr. Ryan McBride  
Mr. Andrew Gabel  
Lane Powell  
1420 Fifth Avenue  
Suite 4100  
Seattle, Wa 98101

Gentlemen:

Please bear with us as we review our understanding.

In October 2008, the jury awarded us \$522,200 in damages. In February 2009, the judge awarded us \$508,427 in costs and legal fees.

Post-judgment interest is specified in RCW 4.56.110. Accordingly, should we prevail on appeal, we will receive 3.49% per annum on the tort award.

But what interest rate is due us on the attorney fee and costs award? RCW 4.56.110(4) provides that judgments not founded on (1) written contracts (2) child support, or (3) tortious conduct shall bear interest at the maximum permitted under RCW 19.52.020, which provides for at least 12%.

However, it appears that Lane Powell may have agreed to accept an interest rate of 3.49% on this award, too, instead of 12+ per cent. See enclosed Motion, Declaration, and attachments to same.

Lane Powell apparently agreed to accept a 3.49% payment on legal fees and costs without consulting us, even though the retainer agreement we signed with Lane Powell provides that we pay 9% interest on unpaid attorney fees and costs.

We assume that Lane Powell would not agree to have our opponents pay a 3.49% interest rate and expect us to pay a 9% interest rate.

Please confirm our understanding that Lane Powell will be satisfied with the interest rate Windermere pays (3.49%) and consider the debt we owe Lane Powell satisfied in full.

Sincerely,



Mark & Carol DeCoursey  
8209 172<sup>nd</sup> Ave., NE  
Redmond, WA 98052