

*Crumpler
Zimmerman
Ronnie + Edna
Kimble*

REPRESENTATION AGREEMENT

The undersigned, mother and father of Ted Kimble and Ted Kimble, do hereby employ and retain WHITE AND CRUMPLER, Attorneys, specifically Fred G. Crumpler and H.W. Zimmerman, Jr., to represent THEODORE (TED) KIMBLE with regard to his criminal cases (First Degree Murder, and any related cases), for the limited proposes as set out below, as follows:

In furtherance of the employment of said Attorneys, we agree as follows:

1. To pay a representation fee of Fifty Thousand Dollars (\$50,000.00), which shall be paid as follows: \$43,000 payable upon the signing of this document and \$7,000 to be paid on or before January 15, 1999. This representation fee is a minimum fee which is nonrefundable and is intended to compensate the Attorneys for their commitment of time to this matter to the exclusion of other opportunities to provide legal services for compensation.

- (a) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly.
- (b) The likelihood that the acceptance of the particular employment will preclude other employment by the Attorneys.
- (c) The fee customarily charged in the locality for similar legal services.
- (d) The amount involved.
- (e) The time limitations imposed by me or by the circumstances.
- (f) The nature and length of the professional relationship with me.
- (g) The experience, reputation, and ability of the lawyer or lawyers performing the services.

We further understand that upon payment of the entire above-mentioned sum, that we consent, agree, request and have retained the services of Fred G. Crumpler and H.W. Zimmerman, Jr., for a General Appearance on behalf of Ted Kimble for a General Appearance in Superior Court for a trial or a plea of guilty or no contest if same is in the best interest of Ted Kimble only; in lieu of the Court appointed Attorneys representing Ted Kimble at this time.

This representation fee does not include fees, if any, to be paid to any private investigators for investigative purposes pertaining to this murder case. We expressly understand that the payment of any investigative fees aforementioned shall be the responsibility of Ronnie Lee Kimble and Edna M.

Kimble.

We further understand and agree that any other actual costs incurred in the preparation of the defense of Ted Kimble shall be the responsibility of Ronnie Lee Kimble and Edna M. Kimble upon a listing of said expenses by White & Crumpler Attorneys.

We understand that no guarantees or promises concerning the outcome of the results of this case or any decision by any Courts have been made to me by the attorneys or members of this firm. This Representation Agreement and the total fee quoted herein do not include representation for any appeals which may result from the trial of said criminal case or cases.

The undersigned are aware that H.W. Zimmerman, Jr., was the Presiding Superior Court Judge who sentenced our son, Ted Kimble, for crimes unrelated to the charges of Murder for which he is now standing trial; we consent and agree to allow H.W. Zimmerman, Jr. to appear on behalf of our son in said Murder case. Rule 1.12 of the Revised Rules of Professional Conduct has been read to us and explained to us to our satisfaction.

In the event any of the fees herein quoted are not paid within the time limits set forth, unless amended by all parties herein, then said attorneys agree to refund the balance paid less a fee for time and services rendered in the preparation of said case for trial.

This the 3 day of Nov, 1998.

Ronnie Lee Kimble (SEAL)
RONNIE LEE KIMBLE

Edna Mayton Kimble (SEAL)
EDNA MAYTON KIMBLE

____ (SEAL)
TED KIMBLE

APPROVED AND ACCEPTED:

WHITE AND CRUMPLER

[Signature] (SEAL)
H.W. Zimmerman, Jr.

[Signature] (SEAL)
Fred G. Crumpler