

**PROSKAUER ROSE LLP**BOCA RATON  
BOSTON  
CHICAGO  
LONDON  
LOS ANGELES  
NEW ORLEANS  
NEWARK  
PARIS  
SAO PAULO  
WASHINGTON1585 Broadway  
New York, NY 10036  
Telephone 212 969 3000  
Facsimile 212 969 2900Jessica J. Kastner  
Attorney at Law  
Direct Dial 212.969.3157  
jkastner@proskauer.com

As of October 27, 2008

**PRIVILEGED AND CONFIDENTIAL**Marianne H. Fisher  
1465 County Route 28  
Lisbon, New York 13658

Re: Consulting Agreement

Dear Ms. Fisher:

This letter will confirm your engagement by Proskauer Rose LLP ("Proskauer") in connection with Proskauer's representation of Levi Yoder, Jonas Zook, Sam Zook, John L. Hershberger, Menno S. Hershberger, Urie Hershberger, Menno L. Glick, Andy A. Miller, Dannie L. Swartzentruber, Mosie Swartzentruber, Peter D. Swartzentruber, Bishop Harvey Miller, Bishop Mose Miller and other related plaintiffs (collectively, "Clients"). Proskauer is currently representing Clients in connection with certain legal issues arising from the issuance of citations to Plaintiffs by the Town of Morristown, New York for alleged violations of the New York State Building and Fire Code and Morristown's Local Law # 4 (the "Project").

In light of your special relationship with, and specialized knowledge of, Clients, Proskauer wishes to retain you as a consultant to assist Proskauer, the Becket Fund for Religious Liberty and Steven G. Ballan, Esq. (collectively "Counsel") in connection with their representation of Clients (including in connection with the action entitled *Yoder, et al. v. Town of Morristown, et al.*, 7:09-cv-00007-TJM-GHL, currently pending in the United States District Court for the Northern District of New York). You have agreed to assist Counsel by performing, on their behalf and under their supervision, certain services relating to the Project. The work to be performed by you will be a necessary adjunct to Counsel's legal services to Clients.

Your work will be directed by Counsel or such persons as Counsel may designate. Your work, including your communications with Clients, and/or Counsel, will be, and will be deemed to be, privileged and confidential information designed to assist Counsel in representing

Page 2

Plaintiffs in anticipated or actual litigation matters. Except as may otherwise be required by law, your work, including your communications with Clients, and/or Counsel, will not be disclosed to any person other than Counsel, or Clients, or any person or entity to whom Counsel or Clients authorize you to make such disclosure. .

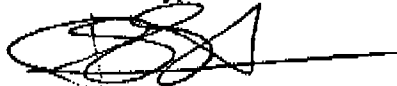
Your work as a consultant for Proskauer will be on a voluntary basis. You may terminate your consultancy at any time, as may Proskauer. You will receive no fees for your work as a consultant to Proskauer.

You have already begun to render services to Counsel in connection with the Project, as of October 27, 2008. You understand that such services were rendered pursuant to, and are subject to, the terms and conditions set forth herein.

If the foregoing accurately reflects your understanding of the agreed terms and conditions of your retention in this matter, please so signify by countersigning this letter.

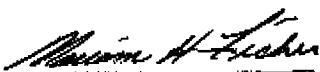
We are most pleased that you are willing and able to undertake this engagement.

Sincerely,



Jessica J. Kastner

ACCEPTED AND AGREED:

By: 

Marianne H. Fisher