



VIA EMAIL





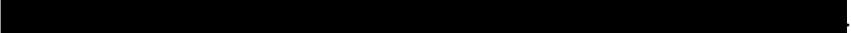

Re: *Engagement Letter- Agreement To Provide Legal Services*

Dear 

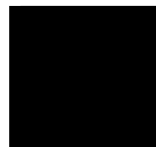
This letter shall serve to memorialize our firm's relationship with you with regard to the



It is our practice to confirm in writing the general nature of our undertaking on behalf of each of our clients, and to explain the billing and payment arrangement with respect to our services. These items are discussed in this letter and the attached Statement of Client's Rights, which together will govern our handling of any legal matters that we provide to you. Accordingly, please carefully review the terms within this retainer agreement and feel free to contact us with any questions you may have before signing it. By signing your name at the conclusion of this letter you both confirm your understanding as well as your assent to the terms therein.

1. **This agreement**, dated  is made by  and Mancilla & Fantone, LLP (the "Firm"), whose address is 260 Madison Avenue, 22nd Floor, New York, New York 10016. The Firm agrees to represent the Client with respect to .
2. **Legal Services.** The Firm will protect Client's legal rights and do all necessary legal work to properly assist the Client in this matter.
3. **Legal Fees.** The Client agrees to pay an **hourly-rate** fee as described below charged against a replenishing retainer fee. The Firm's representation is contingent upon receipt of an initial retainer fee in the amount of  The Clients may be required to replenish the retainer from time to time in accordance with the needs of the case.

Robert Fantone, Partner
Andrew Mancilla, Partner
Associates:
Paralegals:



- a. As a part of this engagement, the Firm requires a replenishing retainer (i.e., a pre-

paid deposit that will be applied against Client's invoices until it drops below \$2,500, at which point it will need to be replenished to an agreed upon amount. Upon notice from the Firm that the balance of the retainer fee has fallen below \$2,500, the Client will be required to deposit funds within 30 days increasing the balance to no less than \$15,000. Any such retainer may be increased or decreased, as the Firm may from time-to-time determine, including without limitation in the event the scope of our representation otherwise increases, and/or Client's account becomes past-due. Client's payment of any such retainer, including Client's payment to replenish such retainer within 30 days' notice by the Firm, shall be a condition of the Firm's continued representation. If Client fails to replenish the retainer within 30 days' notice to Clients, the Firm may immediately cease any and all work on matters and return the Client's file.

Wiring Info

Account Name: Mancilla & Fantone, LLP

Bank:



ABA/Routing#

Account #



- b. **At the conclusion of the Representation, any remaining balance of the retainer will be refunded to the Client.**
- c. All time will be billed in increments of 1/10th of an hour (.1= 6 minutes). Client will not be charged for any time spent in discussion of any invoices. Firm will maintain an itemization of Client's account, including disbursements, which shall be available to Client at any time upon request.
- d. The agreed upon fees above are based upon the information currently provided to the Firm as of the execution of this agreement. The parties have agreed that the Firm reserves the right to require a higher minimum replenishing retainer for the above described legal services should the demands of the case become exceedingly greater than that which was originally contemplated when the parties reached this agreement.
- e. Furthermore, the agreed upon fees referenced above do not account for any direct or interlocutory appeals, post disposition proceedings, or collateral matters (i.e. administrative proceedings). Client agrees that if the Firm is required to travel outside of the New York City / New Jersey Metropolitan area, Client shall pay Firm's travel expenses. Should any of these services be required, the Client acknowledges that additional fees will be required.

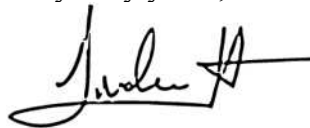
4. **Expenses.** In addition to legal fees, the Client may be required to pay for expenses in connection with the representation discussed herein. Such expenses may include, among other things, experts' fees and expenses for other testimony or evidence, court costs, accountants' fees, appraisers' fees, service fees, investigators' fees, deposition costs, costs of briefs, transcripts, and others. The Client will not be required to pay for usual and customary law office overhead expenses.
5. **Right to Terminate this Agreement.** Both the Firm and Client reserve the right to terminate this agreement at any time prior to the conclusion of the representation discussed herein. Should either party elect to terminate this agreement prior to the conclusion of representation discussed herein, Client will be entitled to a reimbursement of any monies which have been paid to the Firm that exceed the amount owed for services already rendered, pursuant to the hourly payment rates listed above.
6. **No Conflict of Interest.** Neither the Firm nor the Client is currently aware of any conflict of interest that may impact upon the Firm's representation of the Client. By the Client's signature below, Client waives any conflict and agrees to be represented by the Firm.
7. **No guarantee.** The Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions that are just and reasonable for the Client. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law, and many unknown factors, The Firm cannot and does not warrant, predict or guarantee results or the final outcome of any case. No particular results have been promised by the Firm.
8. **Miscellaneous.** Client acknowledges that this Agreement accurately reflects the entire agreement between Client and the Firm. Client further acknowledges that no promises have been made to Client by the Firm other than that the Firm will use its best efforts on behalf of the Client. Upon signing this agreement, Client affirms that it has read this Agreement and that the Firm has answered all of Client's questions and fully explained this Agreement to Client's complete satisfaction. Client shall also be furnished with a signed copy of this Agreement. The Firm agrees that it will keep all confidences of the Client's private and will not disclose the Representation contemplated herein to any third parties unless necessary for the proper Representation of the Client. This agreement can be modified only in writing executed by all parties. Client and the Firm agree that any dispute as to the Representation or other terms and conditions set forth above, as an alternative to litigation, Client agrees to seek arbitration, which is binding both upon the Parties. The Firm shall provide information concerning fee dispute arbitration to Client upon request. Client agrees that any such arbitration shall take place in New York City.
 - a. The Firm will return Client's file immediately upon Client's payment of all amounts due, if any, and upon Client's written notification to the Firm that Client has terminated this Retainer Agreement, which Client may do at any time, as set forth above.

- b. If a retainer is not replenished within 30 days' notice to Client, the Firm will declare a default and commence collection efforts. The Client agrees to pay all reasonable costs incurred by the Firm if the Firm is required to commence collection efforts, such as costs of litigation, arbitration, mediation or otherwise, inclusive of professional fees, as all costs incurred in the enforcement or collection of any judgment or arbitration award rendered.
- c. Termination of the Firm's engagement does not relieve Client of its obligation to pay for the fees due for services rendered and costs or disbursements incurred before termination and during an orderly wind-down of legal services.

9. NO REPRESENTATIONS OR WARRANTIES, OTHER THAN THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT, HAVE BEEN MADE TO INDUCE THE CLIENT TO ENTER INTO THIS AGREEMENT.

Thank you for the confidence that you have placed in the Firm. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Andrew Mancilla
Mancilla and Fantone LLP

I have received and reviewed the above letter; I understand and agree to all of its terms; and a copy of this letter has been received by me for my file.

CLIENT

[Redacted signature line]

[Redacted date line]

Date