



**RUPP
BAASE
PFALZGRAF
CUNNINGHAM** LLC
ATTORNEYS

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PHILLIP A. OSWALD
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August 15, 2022

Via Electronic Mail

[REDACTED]

Dear Sir/Ms.:

Re: [REDACTED]
[REDACTED]
Our File No.: *Pending*

It was a pleasure to speak with [REDACTED] about representing [REDACTED] in connection with [REDACTED] objections to the sale of [REDACTED] in Putnam County New York, as well as the possibility of establishing an unencumbered title for this property, we look forward to assisting you in this matter. Please rest assured that the full resources of our firm will be made available for your representation. This is our engagement letter that we are required by law to provide to you. This engagement letter is intended to provide you with a written understanding of Rupp Baase Pfalzgraf Cunningham LLC’s (“Rupp Baase”) anticipated services and its fee arrangement with you for its work on this matter. Should you have any questions concerning the content of this letter, please feel free to contact me at any time. If you are in agreement with the terms outlined herein, please sign this letter and return it to us.

1. Scope of Representation. [REDACTED] have requested that Rupp Baase resolve several objections from the [REDACTED] that is impeding a sale between [REDACTED] for property located in Putnam County, NY and that has an SBL number of [REDACTED]. This may include commencing and prosecuting an Article 15 proceeding in order to establish unencumbered title solely in [REDACTED]. Our representation will include all services that are necessary to secure judgment adjudicating full, unencumbered fee title to this property to be held solely by [REDACTED]. In particular, Rupp Baase’s services in this respect may include, but are not limited to, performing legal research, drafting and filing pleadings, engaging in written discovery, drafting and issuing any necessary subpoenas, conducting and defending examinations before trial of party and nonparty witnesses, briefing and filing any necessary motions, attending oral arguments and

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other trial-mandated conferences, preparing for and conducting trial, and defending or prosecuting any appeals.

2. Professional Service. In connection with the services to be rendered in this matter, Rupp Baase's lawyers' rates typically range between [REDACTED] per hour. The rate for my time with respect to the services mentioned above is [REDACTED] per hour, my associate's rate is [REDACTED] per hour, and our paralegals are billed at a rate of [REDACTED] per hour. The hourly rates for Rupp Baase typically are adjusted annually and may be adjusted in the future. Hourly office charges include all drafting, legal research, conferences, telephone conversations with you or other persons, travel, court appearances, discovery, depositions and preparation for the same, witness interviews, meetings, and any other tasks necessary to handle your matter. The costs of services that are necessary or advisable for multiple clients will be shared equally by each of those clients, while any services necessary or advisable for only a single client will be the responsibility of only that one client.

3. Costs and Disbursements. You will be responsible for all necessary and reasonable legal expenses incurred or paid out in the performance of legal services pursuant to this agreement. An exhaustive list of these types of expenses is not possible, but some examples of expenses in this category include expert fees and expenses, court or clerk filing fees, travel expenses, stenographer and/or transcriptionist expenses, deposition expenses, duplication expenses, and postage expenses. If we advance any costs or expenses, you shall reimburse us upon our furnishing you information as to the amount. Costs and/or expenses that are necessary or advisable for multiple clients will be shared equally by each of those clients, while any costs and/or expenses necessary or advisable for only a single client will be the responsibility of only that one client.

4. Payment Policy. Rupp Baase will send you detailed, itemized invoices on a monthly basis (or more frequently if necessary or desired) reflecting our services. They are payable within 30 days. *For all wire transfers where parties are sending funds electronically to Rupp Baase, we require that the sender verbally confirm wire instructions with an authorized representative of Rupp Baase prior to sending a wire. If verbal confirmation is not made, Rupp Baase will not be held liable for funds sent to an incorrect recipient. If Rupp Baase is sending a wire, the receiving party understands that an authorized representative of Rupp Baase may contact you to confirm the wire instructions prior to us initiating the wire, and the receiving party will need to confirm when the wire has been received.*

5. Retainer. Even though it is Rupp Baase's standard policy to require a retainer, a retainer will not be required for this matter.

6. Withdrawal. Rupp Baase reserves the right to withdraw from representing you at any time, including, but not limited to, if you do not honor your financial commitments to Rupp Baase, you are not cooperative in Rupp Baase's representation, and/or, of course, in the event that Rupp Baase perceives any conflict of interest or other ethical concern.

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7. Discharge. You have the absolute right to discharge Rupp Baase for any reason at any time. Rupp Baase will promptly turn your file over to it or to its new attorney on request. You will remain responsible for all fees and expenses incurred through the date of discharge, but payment of any final statement is not a precondition to the release of your file.

8. File Retention and Destruction. Rupp Baase's policy is, upon request, to deliver all documents and property to clients that the client has provided to Rupp Baase and to give clients reasonable access to copy documents prepared as part of the representation. Rupp Baase excludes from this internal memoranda and records, attorney notes, drafts not intended for external distribution and similar lawyer-working materials (including e-mails, transmitted or received). Rupp Baase may also elect to retain a copy of other portions of the file. Rupp Baase will retain any files that you provided to us and that it does not ask to have returned for a period of seven (7) years. However, to avoid indefinite storage, Rupp Baase reserves the right to dispose of any documents or other file materials after that time period.

9. Dispute Resolution. In the event that a dispute arises between relating to our fees under this agreement, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

10. Survival. If any part of this Agreement as applies to any party or to any circumstance is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of this Agreement, and any provision that is found to be void, invalid or unenforceable shall be curtailed and limited only to the extent necessary to bring such provision within the requirements of law.

11. Consent to Joint Representation. You have each asked Rupp Baase to jointly represent you. Given that neither you nor Rupp Baase have detected a basis for any conflict, Rupp Baase would be pleased to agree to do so subject to the following understandings.

- a. Although the interests of both [REDACTED] in this matter are presently aligned (meaning that neither of you would have claims against the other for damages related to the sale of the Putnam County, NY property), you understand that conflicts may become evident during the course of the representation, even though none presently are known. In addition, it is possible that circumstances could arise whereby Rupp Baase's representation of both of you could not occur without adversely affecting the legal rights of someone else who is a client under this agreement. Should this happen, Rupp Baase will be forced to terminate its representation of each client whose rights are affected — either beneficially or adversely — and it will be necessary for each of those clients to retain other counsel at their own expense. In light of this possibility and prior to entering into this engagement agreement, Rupp

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Baase recommends that you seek independent legal advice to confirm that no conflict exists and that it is in your best interests to consent to joint representation.

- b. Neither of you should assume that anything that is communicated to Rupp Baase will be held in confidence from the other client under this agreement, as Rupp Baase has a legal and ethical duty to inform the other about all communications, including the substance of any communications, regarding any subject within the scope of representation under this agreement. In fact, the failure to reveal such information to the other would be a violation of the attorney-client relationship. In other words, your conversations with Rupp Baase regarding any subject within the scope of representation under this agreement are not confidential as between Rupp Baase's other client under this agreement. If you want independent advice or want to discuss such matters in complete privacy with legal counsel and without such discussions being disclosed to Rupp Baase's other client under this agreement, separate counsel will need to be retained.
- c. In light of the previous sub-paragraph, you agree and consent to the disclosure of all communications between you and Rupp Basse to Rupp Baase's other client under this agreement to the extent that such communications pertain to any subject within the scope of representation under this agreement. Furthermore, you understand and agree that payment for and the costs of separate counsel shall be the sole responsibility of anyone wanting separate counsel.
- d. Notwithstanding the aforementioned possibilities, you have determined that it is in your individual and mutual interests to have a single law firm represent you jointly in connection with this matter. Accordingly, this confirms the mutual agreement of each of you to have Rupp Baase represent you jointly in connection with the above-described matter.

{The remainder of this page has been intentionally left blank}

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If the details in this letter meet with your approval, kindly signify your consent and approval by signing your name in the space provided below and returning it to me. Thank you again for your confidence in our firm. Of course, please feel free to contact me at any time if you have any questions or concerns pertaining to this matter.

Sincerely,



Phillip A. Oswald

CONSENTED TO AND APPROVED:

[Redacted]
[Redacted]

Dated: _____

[Redacted]
[Redacted]

Dated: _____