



ALTERMAN LAW GROUP PC

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September 1, 2017

Mr. B.A. Client
B.A. Client LLC
805 SW Broadway
Portland, OR 97205

Re: B.A. Client LLC / acquisition of Acme Apartments
Engagement Letter
Our file no. 1234.56

Dear Mr. Client:

Thank you for asking Alterman Law Group PC to advise you on the acquisition by your family LLC of the Acme Apartments. We appreciate the chance to be of service.

This letter sets out the basic terms of our engagement. I've divided it into sections for ease of reference.

Our Client

B.A. Client LLC is our client for this engagement. Unless we know of an actual dispute among the members of the LLC, we will accept instructions from you as being instructions of the LLC. In this letter, where the context permits, "you" means, or includes, the LLC.

Scope of Our Engagement

The scope of this engagement is to advise the LLC on its proposed purchase of the Acme Apartments. As part of the engagement, we will read and advise you on the sale and purchase agreement, the title report and exceptions, loan documents for your acquisition loan, and the closing documents. You have not asked us to give the LLC tax advice on the purchase, and this engagement does not include giving any tax advice.

Our Fees and Invoices

We usually figure our fees based on the hours we work on your behalf. My current hourly rate is \$400 and my associate's hourly rate is \$250. When our staff act as legal assistants (i.e., performing work typically done by legal assistants that goes beyond the merely clerical), we charge \$125 per hour for their time. Our hourly rates are subject to change, and we usually review our rates at the start of each year. The hourly rates we charge will be those in effect when we do the work. We usually send invoices monthly, and you agree to pay our invoices within 30 days after you receive them. If you disagree with part of our invoice, then you agree to pay the portion that you do not dispute within 30 days after you receive the invoice.

You may terminate this engagement at any time, but you will be responsible to pay for the services we rendered and expenses we paid or incurred on your behalf before the date of termination, or in connection with the termination (as, for example, if we provide services or incur expenses in the course of transferring the matter to successor counsel).

We reserve the right to withdraw from this engagement if, among other things, your account becomes more than 60 days past due, if you stop communicating with us within a reasonable time in response to our requests for information, or if any circumstance arises which would or could, in our view, make it unlawful or unethical for us to continue to represent you. If we do withdraw, you will pay us for the services we rendered and the costs and expenses we incurred on your behalf up to the date of withdrawal.

Our Costs and Disbursements

We will bill our costs and disbursements to you with a reasonable explanation of what they are and who we paid. "Costs and disbursements" means money that we pay to third parties on your behalf or as part of representing and advising you. In business matters, these include recording fees, fees charged by agencies for copies of public records, travel costs, parking costs (if we drive somewhere on your behalf), delivery fees charged by courier services such as Transerv and FedEx, and the like.

We do not charge you for routine postage. Those costs are part of our overhead. If we send things by certified or registered mail, or if we have to do a mass mailing for you, then we will charge the actual cost of the postage. Similarly, we do not charge you by the page for routine copying in our office. Those costs are also part of our overhead. If we send a large copying job to an outside service, then we charge you what the service charges us. If we do a large copying job for you in-house (as for instance if we're making copies of long loan or lease documents), we may charge you the same rate per copy that an outside vendor would charge us.

We do not charge you for domestic long distance telephone tolls. Our international long distance rates are higher, and we bill international long distance at our actual cost. If

in the future we can't get domestic long distance at a low cost, we may charge telephone tolls for domestic long distance at our actual cost.

Disputes

If any dispute arises about our fees and charges, the law of the State of Oregon shall apply. You and we agree to submit fee disputes to binding arbitration through the Oregon State Bar fee dispute program.

File Retention

When we complete our work on a matter, we will close the file and return to you original documents that we obtained from you. We do not keep closed files indefinitely. We may destroy closed files five years after we close a matter. We may destroy specific documents within a file sooner than five years after we close the file, if required to do so by a confidentiality agreement with the opposing party.

Other Engagements

If you engage us for another project, the terms of this letter will govern that project also unless we send you a separate engagement letter for the other work that contains different terms that will apply to that project.

To indicate that you accept these terms, please sign and return a copy of this letter to us. A faxed (503-517-8204) or emailed (dean@alterman.law) copy is fine. Thank you again for engaging Alterman Law Group to advise you on this matter.

Very truly yours,

ALTERMAN LAW GROUP PC

Dean N. Alterman

ACCEPTED:

B.A. Client
For B.A. Client LLC
September ____, 2017