

ELLIS, DEES, SADLER, & NASIF, P.C.

Attorneys and Counselors at Law

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*Robert G. Ellis
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TERMS OF ENGAGEMENT FOR TITLE EXAMINATION AND CLOSING
(Real Estate)

This letter will serve as our Engagement Agreement relative to your hiring our firm for the follows specific matter:

Title examination, document preparation, and closing regarding property located at Warren County Tax Parcel 129 37 2291 000201 PPIN 22961

The scope of our engagement is specifically limited to a 32 year title examination, document preparation, and real estate closing for Warren County Tax Parcel 129 37 2291 000201 PPIN 22961.

The purpose of this letter is to confirm our engagement as your counsel, and to provide you with certain information concerning our fees, billing, collection policies, and other terms that will govern our relationship.

Estimate: Because there are many unknown factors that effect the complexity of a title examination, it is not possible to give you an estimate of the total fees and expenses involved.

However, our minimum fee is \$1,250.00 for the title examination, document preparation, and closing and **the fee can increase substantially based on the complexity of the title search.**

An additional fee of \$150.00 will be charged for the premium for the Owners Title Insurance Policy.

Hourly Charges: We maintain written records of the actual time we spend working for clients. We will charge for all services provided in this transaction on an hourly basis. The hourly rate for Leslie R. Sadler is \$250.00 per hour. The hourly rates for other attorneys in our office range from \$225.00 to \$300.00 per hour. Our legal assistants are billed at \$105.00 per hour. You will be billed in quarter (1/4) hour increments. We will charge for any and all time expended on your behalf. The time for which you will be charged will include, but is not limited to, telephone and office conferences with client representatives, legal counsel and others; conferences among our legal personnel; legal research; factual investigation; drafting of letters and other documents; document review; court time; and travel time. This also includes, but is not limited to, time spent dealing with legal counsel and representatives of other parties on your behalf. Based on the nature of the services to be provided and the information we have at this time, it is not possible to give you an estimate of the amount of time that may be necessary to complete this matter. We periodically review

our hourly rates and make adjustments when necessary. We will notify you of any change in our hourly rate, which would generally occur on an annual basis.

After we commence the title work we will be better able to estimate the total fee for the title examination and closing.

Additional Expenses: In addition to our fee for legal services, you will also be charged for all expenses and disbursements reasonably necessary for the proper performance of our legal services, including without limitation:

1. Photocopy charges at \$.25 per page
2. Documents charges for use of MEC, if necessary, at \$.20 per page
3. Chancery Clerk Recording fees

Use of Email: Ellis, Dees, Sadler, & Nasif, P.C. routinely uses email to communicate with clients and uses reasonable efforts to maintain the security and confidentiality of such email communications. However, as with any electronic media, there is always a risk of hacking or inadvertent disclosure of such electronic communications. Client understands such risks and consents to the use of email for attorney client communications.

Termination of Representation: Our engagement will be terminable, at will, by our firm or by you, subject to the payment of all fees for services performed and costs advanced through the date of termination. You agree that such termination will not relieve you of the obligation to pay for all services rendered and costs or expenses paid or incurred on your behalf prior to the date of such termination.

Matters Not Included: Our representation of you does not include any matters other than the matter referenced above.

Outcome Not Guaranteed: Although we will use our best efforts to obtain a successful outcome in this matter for you our client, there is no guarantee that we will be successful. We have made no representations, promises or assurances to you about the outcome of this matter.

Yours very truly,
Ellis, Dees, Sadler, & Nasif, P.C.

I/We have read and understand the terms of the engagement of Ellis, Dees, Sadler, & Nasif, P.C. as stated above, and agree to these terms as of the date the firm first provided services.

Dated: _____

Agreed: _____

Email: _____

Phone: _____