

The Law Offices of Scott R. Schneider
117 Broadway
Hicksville, New York 11801
Tel: 516-433-1555 Fax: 516-433-1511

April 27, 2009

Paul Simoneschi
230 Whitehall Blvd.
Garden City NY 11530

Re: Schiller to Simoneschi
Premises: 457 Laurel Blvd. Rockville Centre, NY

Dear Mr. Simoneschi:

This letter serves to confirm our understanding regarding the above-captioned real estate transaction.

You have asked this office, and this office agrees, to represent you in the sale of your real property under the following terms and conditions:

This office shall do all of the following items which are ordinarily necessary to progress and complete the transaction;

1. Negotiate and/or draft the contract of sale
2. Coordinate signing and mailing of contracts (no sit down contract signing)
3. Hold contract deposit in escrow and disburse funds at closing
4. Review the mortgage commitment
5. Order and/or review the title report
6. Review survey and all certificates of occupancy and/or completion for compliance
7. Communicate as necessary with the real estate broker, mortgage broker or lender, and buyer's attorney
8. Obtain one mortgage payoff and one lien payoff letter
9. Coordinate and schedule closing
10. Draft one deed and all associated documents
11. Appear at and represent you at closing
12. Draft a closing statement.

We shall have authority to make such advances on your behalf, and in such amounts as we determine shall best represent your interests. These out of pocket disbursements shall be paid by you at closing or upon cancellation of the contract. In addition to disbursements, you are informed of the legal fees payable, in the minimum sum of \$1,250. A retainer deposit of \$350.00 is required. You understand that this retainer deposit is not refundable.

During the course of the transaction, issues may arise that requires additional work not generally covered by this retainer. These items include but are not limited to estate and probate matters, post closing possession agreements and issues, negotiating "short payoffs", improvements that don't have the proper certificates of occupancy/completion, boundary line agreements, broker disputes, and tax advice. In the event such extraordinary work is necessarily performed to progress and complete the transaction, it shall be billed at the rate of \$250.00 per hour for attorneys and \$65.00 per hour for paralegal personnel. Secretarial time is not billed.

In the event the closing extends beyond two (2) hours, there will be an additional fee of \$200.00. Be further advised that in the event that I must travel beyond Brooklyn, Queens, Nassau or Suffolk, there will be an additional fee of \$200.00.

There is an additional fee of \$300.00 for coordinating the sale of this house with the purchase of another house. Because of the variables that exist in coordinating closings, this firm cannot guarantee if or when the closings will occur and makes no representation, express or implied. However, the firm will use its best efforts to coordinate the closings to accommodate you.

If money needs to be held in escrow after closing, the fee for such service shall be \$350.00.

In the event the transaction is cancelled, you agree to pay a cancellation fee of \$350.00 plus disbursements and hourly billed fees as described above. You hereby authorize that the fee may be paid directly to us out of your funds, by the attorney holding the contract deposit in escrow, even if we are that attorney.

I shall be in touch with you throughout the proceedings so that you are kept well informed. If at anytime you have any questions, do not hesitate to contact me.

If you are in agreement with this arrangement, kindly acknowledge in the space below and return this agreement to this office along with the retainer check in the amount of \$350.00. We cannot complete any further work until receipt of a retainer check and this agreement.

Very truly yours,

Scott R. Schneider

Dated:

AGREED AND CONSENTED TO
