

The Law Office of William J. Conley, Jr.
The Hay Building • 123 Dyer Street, 2nd Floor • Providence, RI 02903

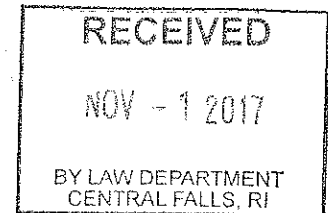
WilliamConleyLaw.com • 401.415.9835

October 24, 2017

Central Falls City Hall
City Solicitor
Attn: Matthew Jerzyk
Sent via Electronic Mail

Re: Legal Services Contract

City Solicitor Jerzyk,



We are delighted that the City of Central Falls (the “City”) has agreed to our firm’s engagement to serve as the City’s legal counsel. This letter will confirm the terms under which our firm has been engaged to serve as legal counsel.

Specifically, the Law Office of William J. Conley, Jr. will provide any legal services to the City if requested by your office or other agents of your administration, but this engagement letter specifically contemplates representing the City pursuant to the City’s tax sales and matters derived therefrom.

At the request of your Solicitor, our firm has agreed to a fifty percent (50%) discount of our standard three hundred dollar (\$300) per hour attorney rate and will only charge the City a one hundred and fifty dollars (\$150) per hour attorney rate. Our firm may also charge a one hundred dollars (\$100) per hour paralegal rate. In addition, the firm will bill the City for costs incurred, such as filing fees, service of process fees, deposition or transcript expenses, witness fees, computerized legal research charges, travel expenses outside of the state, photocopies and long distance telephone charges, if any. The statement or invoice of any expert witness engaged by our office for the benefit of the City will be paid directly by the City, and will not be included on our firm’s invoice.

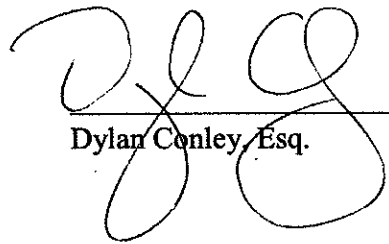
We will issue invoices on a monthly basis. Each statement will detail the date and nature of the task undertaken, and the amount of time to the tenth of an hour (.1 hour) expended on each such task. Payment on such invoices will be due upon receipt. You also agree that failure to pay for such services will entitle the firm to withdraw as legal counsel in general and for any case that is pending in court in which our firm has entered its appearance on behalf of the City.

If I have accurately stated our agreement, please sign this letter below where indicated. Please return to me a fully executed copy of this letter at your earliest convenience so that we may commence our representation. If you would like any other information or have any questions about this letter or my billing practices or procedures, please do not hesitate to call me at any time.

As you may concur, many of the issues pending with the Town are factually and legally complex. We have made no warranties or representations about a successful outcome as to any matter. Nevertheless, we will strive diligently on the City's behalf to achieve the best possible outcome and to procure positive change. We appreciate your confidence in our ability to provide the City of Central Falls with competent legal representation, and we look forward to success, and a mutually satisfactory and productive relationship.

Either party may terminate the engagement, for any reason, at any time.

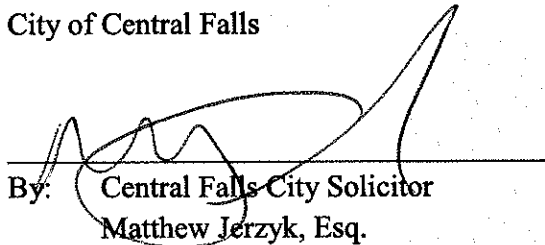
Sincerely,



Dylan Conley, Esq.

Assented to this 3rd day of November 2017

City of Central Falls



By: Central Falls City Solicitor
Matthew Jerzyk, Esq.