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February 9, 2022

VIA EMAIL: rose.green@cbdsm.com
katesmead@gmail.com
trhsfoundationdm@gmail.com

Roosevelt High School Foundation

Re: Capital Campaign

ENGAGEMENT LETTER

Dear Rose, Kate and the Roosevelt High School Foundation:

This will confirm the terms of this firm's engagement to provide legal counsel and representation to the Roosevelt High School Foundation (the "Foundation") in connection with advising the Foundation regarding legal matters pertaining to the Foundation's current capital campaign, including, but not limited to, the bridge loan with Bankers Trust.

My fees will be charged at an hourly rate of \$300. We will bill the Foundation periodically, typically monthly, and the Foundation agrees to pay the amount owed within thirty (30) days of the date of the billing statement. The Foundation also agrees to be responsible for any and all expenses incurred that are necessary for purposes of the representation. The Foundation also agrees to pay and reimburse our firm, promptly upon receipt of billings, for expenses incurred in representing the Foundation. If our firm advances payment of any such additional costs, the Foundation shall then reimburse us for such advances immediately upon billing.

The Foundation understands and agrees that any failure to pay fees and expenses as due will be grounds for us to terminate our engagement as the Foundation's attorneys. Further terms of our engagement in this matter are set forth in the Appendix attached to this letter.

If the terms of this letter and the attached Appendix are acceptable, please sign and date a copy of this letter and return it to me. Thank you and we look forward to working with you.

Sincerely,



Wesley T. Graham

WTG:sc

Roosevelt High School Foundation
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Agreed:

Roosevelt High School Foundation

By: _____

(date)

Its: _____

APPENDIX TO ENGAGEMENT LETTER
between Wesley T. Graham (the “Attorney”) and
Roosevelt High School Foundation (the “Client”)

Disbursements and Expenses

The Client will be responsible for reimbursing the Attorney’s expenses incurred in representing the Client. These may include, without limitation: expert witness fees and expenses; travel expenses; long distance telephone calls; fax charges; copying charges; computerized legal research; delivery services; filing fees; court costs; court reporting; transcripts; and other incidental expenses.

Expert Witnesses/Consultants

Particularly if this engagement involves actual or potential litigation, the Client understands that it may be necessary for the Attorney to retain, at the Client’s expense, expert witnesses and/or consultants in order to properly present the Client’s case. The Attorney will discuss in advance with the Client the potential expenses involved with retaining such experts and consultants.

Billing

Billing statements will be rendered periodically and are payable upon receipt. Prompt payment is a requirement for continued representation.

No Guarantee of Outcome or Result

The client understands that the Attorney cannot predict the outcome of the matters covered by this engagement and the Attorney makes no guarantee of any particular results. Payment of fees and expenses is required regardless of outcome.

Client Cooperation

This engagement is conditioned upon the Client’s full cooperation. Client cooperation includes, but is not limited to: being promptly responsive to communications from the Attorney; being available for all court appearances and meetings at which the Client’s attendance is necessary; providing the Attorney with all information, records, documents and assistance as may be reasonably requested by the Attorney to carry out the engagement; and keeping the Attorney informed as to how the Client may be reached by Attorney.

E-mail and Electronic Communications

The Client acknowledges and agrees that the Attorney and the Client will often communicate via e-mail or other electronic means, and the Client consents to such communications and acknowledges the risk of interception of such communications, including through the use of a computer or other device, or e-mail account, to which a third party may gain access.

Association of Other Attorneys

It is agreed that the Attorney may choose to consult or associate with other lawyers outside our firm in the handling of aspects of this matter. However, except with advance agreement of the Client, the Client will not be required to pay for fees and expenses charged by those attorneys.

Termination

The Client may terminate this representation at any time. The Attorney may terminate this representation for any reason consistent with applicable rules of professional conduct, including, but not limited to, non-payment of fees, failure to maintain required retainer balances, and failure to comply with the terms of the Engagement Letter. Following termination, any otherwise non-public information provided to the Attorney will be kept confidential in accordance with applicable rules of professional conduct. At the Client's request, the Client's papers and property will be returned to Client promptly upon receipt of payment for outstanding fees and costs. The Attorney's own files will be retained by them. Following termination, if the Client does not within a reasonable time request return of Client's documents and other materials, the Attorney reserves the right, consistent with applicable rules of professional conduct, to destroy or otherwise dispose of those items.