

## RETAINER AGREEMENT

This agreement governs the terms and conditions under which COLLINS, DOBKIN & MILLER LLP, (the "Law Firm") will provide legal services to the INDEPENDENCE PLAZA NORTH TENANT ASSOCIATION INCORPORATED ("IPNTA") and those members who have signed below (the "Client").

### 1. LEGAL SERVICES TO BE PROVIDED

Client agrees that the Law Firm will represent Client in the following matter:

*Preparing, filing, processing and prosecuting DHCR overcharge complaints to recover overcharges and treble damages and establish their status as tenants of rent stabilized apartments. Each whose interests will be represented before DHCR has signed this agreement or a copy thereof.*

This agreement supplements the prior retainer agreement, dated July 18, 2005 and signed on various dates thereafter, between the IPNTA and the Law Firm, as follows. This agreement exclusively governs the work covered hereunder. The prior agreement is modified to exclude the work covered hereunder. The work performed under the two agreements will be billed separately and independently. The terms and conditions of this agreement are intended to match, as closely as possible, those of the prior agreement.

The services covered by this agreement includes all necessary investigation, research, correspondence, preparation and drafting of papers and other documents, court appearances, telephone consultations with client, negotiations and other dealings with Client's adversaries, and all other related work needed in order to represent Client properly in this matter but shall exclude the preparation, discussion, review, or administration of any invoices presented hereunder, fee application award or conferences related thereto. This agreement does not cover litigation or other lawsuits that may be pending or brought in the future against Client, nor other lawsuits that Client may wish to bring.

### 2. ADDITIONAL LEGAL SERVICES

If Client needs additional legal services not specified above, whether in a new matter or a matter related to the matter described above, a new written agreement will be necessary before the law firm can provide those additional services.

### 3. LEGAL FEES

Client acknowledges that legal fees will be charged on an hourly basis, billed in increments of 1/10 of an hour and will be based on the total amount of time spent in performing the work described above. The parties acknowledge that the

Law Firm cannot predict or guarantee what the final bill will be because the amount of time depends upon, among other things, the decisions and behavior of judges and adverse parties and other factors that cannot be controlled or predicted. The final bill will depend upon the amount of time spent, and the amount of other expenses paid.

*A. Initial Payment (Retainer Amount)*

No initial retainer payment is needed under this agreement, as it governs additional service to be provided to one of Law Firm's existing clients.

*B. Hourly Rates*

Client agrees to pay the law firm for legal services at the rate of \$250.00 per hour for work performed by Stephen Dobkin, Timothy Collins, Seth Miller and Olive Karen Stamm, or by any of the other attorneys who are or may become of counsel to the law firm, \$175.00 per hour for associates, \$75.00 per hour for work performed by paralegals or law students, and \$40.00 per hour for work performed by legal assistants. These rates may increase from time to time, but no such increase shall take effect until 45 days after law firm mails notice to client of such change. In the event of any change, client may cancel this agreement, in the manner described below. It is understood that Seth A. Miller will have primary responsibility for this case.

In addition, Law Firm shall be entitled to a contingent fee in the event that any individual member of Client Tenant Association that is represented hereunder (the "Member") recovers or accepts any payment of money in settlement of the matter that is the subject of this retainer agreement, including any payment of overcharges or treble damages. Such additional fee shall be fifteen percent (15%) of the amount such Member recovers, minus such Member's individual share of the payments made hereunder by Client to Law firm, attributable to that Member, at the time of such recovery (the "Contingency Fee"). As between its Members, Client shall retain the discretion to determine the amount that each Member shall contribute to legal fees incurred hereunder and expenditures to be deducted from any fees recovered on behalf of any such Member, but such determination shall not alter or diminish the responsibility of Client to pay legal fees when due. If such individual's payments exceed the Contingency Fee of such recovery, no additional payment will be due. The parties acknowledge that Client or its Members may have a right to seek reimbursement of legal fees paid hereunder. The parties' obligations under this agreement shall not be modified by the existence, or assertion of such right, or any determination thereof, provided, with respect to the Contingency Fee only, however, that (i) if a court or administrative tribunal determines reasonable recoupable legal fees to be less than 15% of the recovered Contingency Fee, such determination shall govern; and, (ii) to the extent any such determination is less than 10%, Client shall be responsible for the difference between 10% and the Contingency Fee determined therein.

*C. Billing and Payment*

Client understands that Client will be billed for, and agrees to pay for, all services described above, at the rates indicated, including telephone calls, travel time, legal research, negotiations, proofreading and revising documents, and any other services necessary to represent Client in the matter described above. Client understands that the Law Firm may not provide services unless payments are made as bills are rendered in accordance to the terms hereunder.

On or about the 14<sup>th</sup> day of every month, Law Firm will send Client an itemized monthly bill, for the work performed during the previous calendar month. Client agrees to pay in full the balance reflected in each bill received, within thirty (30) days of receipt. Law firm and client understand that the fees due under this agreement may exceed the amount that client is able to pay in any single month, and, if that occurs, will work out a mutually acceptable payment schedule that provides for monthly installment payments of a significant percentage of the balance that result in payment in full within a reasonable time.

*D. Costs and Expenses*

In addition to legal fees set forth above, Client agrees to pay the costs and expenses necessary to represent client in the matter described above, including experts' fees, court costs, accountants' fees, deposition costs, long distance telephone charges, messenger services, photocopying charges (@ 15¢ per page), facsimile transmission charges (@ \$.25 per page), and any other necessary expenses. No expert or accountant will be hired without advance approval by client. Law Firm may require that Client separately contract for services of experts and/or for other services where the expenses are likely to exceed \$250.00, in which case Client shall be solely responsible for payment under such separate contract. Client shall separately contract for the services of expert witnesses.

**4. PERFORMANCE OF THIS AGREEMENT**

The Law Firm will be available, at mutually convenient times, to answer Client's questions; advise Client on recommended courses of action, and to inform Client of the status of all legal services performed under this agreement. Client agrees to cooperate fully with the Law Firm in formulating goals and strategies, and agrees to provide all information relevant to the issues involved in this matter. Client agrees to fully and truthfully disclose all facts requested by the Law Firm in order to formulate proper claims and defenses in this litigation.

**5. CANCELLATION OF THIS AGREEMENT**

Client may cancel this agreement, at any time, on ten days' written notice to Law Firm. It is agreed and understood, however, that if this agreement is canceled by the Client the Law Firm shall have a lien on any proceeds from any buy-out or related settlement occurring within 24 months of the cancellation of this agreement - regardless of how such offer arises or who negotiates such buy-out or related settlement.

Upon cancellation, Client agrees to pay in full for all services rendered and expenses and charges incurred under this agreement.

The Law Firm may cancel this agreement upon twenty business days' written notice to Client. However, if Law Firm has appeared on Client's behalf before any court or administrative tribunal as Client's attorney of record, such that permission or Client's consent must be obtained before Law Firm may withdraw as counsel, Client shall remain fully liable for all charges under this agreement until such permission is obtained or until a fully-executed consent to change attorneys has been properly filed.

Furthermore, in the event Law Firm elects to cancel this agreement, the Contingency Fee due to Law Firm as provided for hereunder shall be limited to the amount that arises from Law Firm's contribution to Client's recovery. Any dispute that is limited to the issue of the degree of contribution made by Law Firm to Client's recovery shall be subject to arbitration.

If, at the time of cancellation, any charges remain unpaid, Client understands and agrees that the Law Firm has liens against the papers in Client's file and against any money to be recovered by Client as provided for hereunder.

#### 6. NO GUARANTEE

The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve a resolution that is just and reasonable for Client. However, because of the uncertainty of legal proceedings, the Law Firm cannot and does not warrant, predict or guarantee any particular result or final outcome of any case.

#### 7. FEE ARBITRATION

In the event of a dispute over payment of fees, both the Law Firm and the Client shall have a right to submit the dispute to arbitration pursuant to Part 137 of the Rules of Court.

Dated: New York, New York  
March 10, 2008

This agreement must be signed by all tenants who wish to file a DHCR complaint as part of a group represented by Collins, Dobkin and Miller. This is the same agreement as the one that was signed by tenants who filed DHCR complaints in 2008. This form is provided on line for your review. IPNTA will provide a group signature form at the Community Room, 2d flr, 310 Greenwich Street, between 6:30 and 8:30 PM on 10/19, 10/20 and 10/21.

**INDEPENDENCE PLAZA NORTH  
TENANTS' ASSOCIATION, INC.**

WE the undersigned tenants at Independence Plaza North, having undertaken to file overcharge complaints at DHCR concerning the rents we have paid for our apartments, and having been informed that the Independence Plaza North Tenants' Association, Inc. and its members are already engaged in litigation concerning issues that are similar to those that will be raised in our overcharge complaints (i.e., *Independence Plaza North Tenant Association, Inc., et. al. v. Independence Plaza Associates, L.P.*, Sup., Ct., NY Co. Index No. 113831/04 and *Denza, et. al v. Independence Plaza Assoc. LLC et ano*, Sup., Ct., NY Co. Index No. 117673/05 (the "Litigation")) resolve and agree as follows.

1. It is our understanding that, since each of us has retained Collins, Dobkin & Miller LLP to represent us in filing overcharge complaints at DHCR and since our attorneys will be required to make legal arguments before DHCR on issues that are similar to the ones raised in the Litigation, we will be required, as a group, to adopt a legal strategy that coordinates between our overcharge complaints and the Litigation.

2. We therefore agree to adopt a group legal strategy, and to permit our attorneys and the Tenants' Association to coordinate the prosecution of our overcharge complaints with the prosecution of the Litigation. We agree to adopt a single litigation strategy, as a group, concerning any decision to be made in any portion of the DHCR proceedings, including any issue that arises from the situation of any individual complaining tenant.

3. We further agree that, if there will be any negotiation of the issues raised by our DHCR complaints, including the issues of future and/or past due rent, repairs, possession, relocation, the terms of any lease between any of us and the Landlord, amount of money to be paid in exchange for possession or relocation, the terms of any temporary or permanent relocation, and any other issue raised in the course of the aforementioned DHCR complaints, that such negotiations will be conducted by our attorneys on behalf of us as a group. We further agree that none of us shall individually communicate with the landlord or its representatives about our DHCR complaints, except in accordance with a resolution of the Tenants' Association, adopted in conformity with the following procedure.

4. We further agree that none of us will sign any agreement with the landlord to resolve any issue in our DHCR complaints, or agree to do so, or otherwise to settle all, some, or any part of such complaints, except in accordance with a resolution of the Tenants' Association.

5. Each Plaintiff understands that there may be a conflict of interests among members of the group. For example, a tenant who is vulnerable to an eviction proceeding, may be under pressure to act individually. Another may believe that any member could obtain a better result independently of the group than as a member of the group. Each complaining tenant agrees to waive any such potential conflict of interest and agrees to act only with the group and not as an individual in connection with the pursuit and resolution of these DHCR complaints.

6. This agreement shall remain in effect until superseded by a writing signed by each of the same individuals whose signatures appear below.

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (sign)

\_\_\_\_\_  
Date