



From the desk of Elizabeth Jones, Esq.

Re: Purchase

Dear Client:

Congratulations and thank you for the opportunity to represent you in matters relating to the purchase of your home as referenced above. I know that your case is extremely important to you, and I want to assure you that it is extremely important to me. I write to you today to communicate the scope of my representation and the basis or rate of my fees and expenses charged.

Scope of Representation

The scope of my representation will require some or all of the following services:

- Drafting offers to purchase and any other related documentation;
- Drafting, reviewing, and/or negotiating the purchase and sale agreement;
- Calculating adjustments;
- Attending the closing and supervising the purchase;
- Consulting with you as to the terms and particulars of the transaction;
- Communicating with brokers, attorneys and/or the seller;
- Drafting and negotiating any extension(s) for financing and closing dates, if necessary;

Unless otherwise expressly agreed in writing, the scope of my engagement shall be limited to the foregoing and shall not include issues of valuation; tax, personal finance or business management advice on structural, mechanical, building code, septic, engineering or survey issues; or matters relating to zoning, wetlands or hazardous substances. My representation does not include the recovery or litigation of deposits and enforcement of post-closing warranties or issues related thereto.

The undersigned hereby acknowledges that they have been informed that Elizabeth Jones Law Group, LLC ("Law Group"), may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing, in addition to the representation of the Buyer in this agreement or transaction, and that the Buyer and has no objection to and consents to this dual representation.

As part of this representation, Elizabeth Jones Law Group, LLC shall be engaged to provide Title Insurance for the Buyer, and if applicable, for the lender to this transaction. Both policies are paid-for by the Buyer. The undersigned hereby acknowledges that Elizabeth Jones Law Group, LLC is an agent for multiple title

insurance underwriters listed below and as such, will be an agent for the Title Insurance underwriter selected for this transaction and receives a commission payment as described below. Please be advised that you have the right to seek the advice of independent legal counsel regarding the purchase of this policy and our role as a title insurance agent. By signing below, you hereby acknowledge and consent to the role of Elizabeth Jones Law Group, LLC as herein described. This disclosure is provided to you pursuant to the Mass. R. Prof. C. 1.8 and C. 5.7.

Fees and Costs

In contemplation of the above-described services and in the absence of unusual circumstances, you have agreed to pay a flat fee of \$850.00 which includes the drafting/negotiation of the Purchase and Sale Agreement and other services listed on page one of this Agreement. There is no retainer and fees will be paid at the time of closing and itemized on the settlement statement. Additionally, you can expect to pay a title insurance premium for owners' coverage that is calculated at a rate of \$4.00 per thousand of the purchase price plus an additional \$175 if simultaneously issuing both owners' and lender's policies. As payment for this Agency and the functions that are typically performed by non-attorneys in most other states, Elizabeth Jones Law Group, LLC retains premium according to the schedules below. You are permitted to participate in the selection of the underwriter.

Ex. 1 – Fee Split Schedule (fee retained by SKM)

CATIC (80%)	Chicago (80%)	First American Title Ins. Co. ("FATIC") (82%)	Old Republic (85%)
Stewart (80%)	Title Resources Guarantee Co. ("TRGC") (80%)		

Ex. 2 – Specific Fee Illustrations

Scenario	Title Insurance Premium	Amount Retained by SKM
\$400,000.00 purchase with a loan underwritten with CATIC, Chicago, TRGC and/or Stewart (80%)	\$1,775.00	\$1,420.00
\$400,000.00 purchase with a loan underwritten with FATIC (82%)	\$1,775.00	\$1,455.50
\$400,000.00 purchase with a loan underwritten with Old Republic (85%)	\$1,775.00	\$1,508.75

If you, in conjunction with your lender, also choose our office as the Closing/Bank Attorney to conduct the title work, we will also handle the following in connection with the closing. Our fee, paid by you, for the below-described work is a flat rate of \$975.00. This fee will be the same fee as disclosed by your lender as their legal fee on the Loan Estimate, which you will be receiving, or have already received, from your lender.

- 1) conduct title review and exam of the title according to REBA Title Standards and all applicable Massachusetts General Laws;
- 2) due diligence on real estate taxes and final water for property;
- 3) correspondences with seller's attorney/agents regarding outstanding liens and clearing any title matter of record;
- 4) correspondences with lender regarding mortgage commitment and clear to close; and
- 5) coordinate and conduct closing with all parties.

Although I have endeavored to identify all likely costs, you will be responsible for paying all costs that are incurred in the course of the representation, whether or not the costs are identified herein, these costs

include, but are not limited to a title search fee of \$350.00, a homestead preparation fee of \$95.00 and applicable state-wide recording fees. However, in the event other costs are to be incurred as part of my representation, I will discuss those costs with you prior to proceeding.

I appreciate the opportunity to be of service to you in this transaction. Please do not hesitate to call me with any questions you may have about any aspect of my representation.

I would also appreciate your signature below acknowledging your receipt and understanding of the terms of this letter and our prospective representation.

Sincerely,

Elizabeth Jones, Esq.

Agreed to and acknowledged:

CLIENT

