

May 14, 2021

sent via email nick@alakeaconstruction.com

Nicholas K. Denzer
68-671 Crozier Drive
Waiialua, Hawaii 96791

Re: Retainer Agreement

Dear Nick:

Thank you for contacting us regarding representation with regard to a matter involving a quiet title action for 54-183 Hauula Homestead Road, TMK (1) 5-4-7-6 (the "matter").

Below are the terms of agreement for our legal services and expenses regarding representation regarding the matter and such other and further matters as may be appropriate and agreed upon. We agree to provide our professional services, knowledge and abilities in representing you. You authorize us to act on your behalf in this matter and agree to cooperate and provide complete, accurate and timely information as requested relating to this matter, and to the payment of our fee and expenses as described below.

Our attorney fees for the matter will be based on an hourly fee of \$395 plus Hawaii Gross Excise Tax. Additionally, we are to be reimbursed by you for any out-of-pocket expenses we may incur in your behalf, such as recording fees, filing fees, photocopying, and other out-of-pocket expenses incurred in acting on your behalf in this matter. We require an advance deposit in the amount of \$5000 which will be deposited to your client trust account and will be applied to pay fees and expenses as they are incurred. We customarily do not undertake to provide services until the initial deposit has been received.

Any controversy, claim or dispute between you and us involving \$5,000 or less shall be determined in the State of Hawaii Court of appropriate jurisdiction. Any other controversy, claim or dispute between you and us relating in any way to our representation of you in this matter; our services, expenses or charges; any claims of professional negligence, malpractice or breach of contractual, legal, fiduciary or ethical duty; this agreement or any related matters shall be first submitted to mediation administered by the Dispute Prevention & Resolution, Inc. ("DPR") in Honolulu pursuant to its then-applicable rules for such a mediation. Any claim, dispute or controversy between you and us that is not resolved by mediation will be finally and

Nicholas K. Denzer

May 5, 2021

Page 2

bindingly determined by arbitration administered by the DPR in Honolulu, Hawaii under its then-applicable rules for the arbitration of such disputes.

The arbitrator will have the authority and discretion to determine and award reasonable attorneys' fees, arbitration fees and costs to the prevailing party. The decision of the arbitrator will be final, binding and enforceable as and by a judgment of any court with jurisdiction over it pursuant to Chapter 658A of the Hawaii Revised Statutes, as amended. You and we understand and agree that in agreeing to final and binding arbitration of any disputes, claims and controversies between us, we are giving up certain rights to obtain information before the arbitration hearing, to trial by jury and to appeal as provided in the legal rules and procedures that apply to court lawsuits, and that we make this arbitration agreement knowingly and voluntarily to obtain the informality and finality of the arbitration process.

A statement entitled "Standard Terms of Engagement for Legal Services" setting forth additional terms and conditions is enclosed herewith and incorporated herein by reference, and its terms and conditions shall apply to our representation except as expressly modified by this letter.

If these terms and conditions are acceptable, please indicate your agreement and acceptance on the signature line provided below and return the original of the agreement to us. We customarily require receipt of the signed attorney-client agreement before undertaking services on behalf of the client.

We look forward to working with you, and appreciate and thank you in advance for the opportunity to be of service.

Very truly yours,

Clay Chapman Iwamura Pulice & Nervell
/s/ Robert E. Chapman

ROBERT E. CHAPMAN, ESQ.



AGREED TO AND ACCEPTED:

Nicholas K. Denzer



www.pacificlawyers.law