

**FORM OF RETAINER LETTER FOR AD HOC CASES  
(TO BE ADAPTED TO THE PARTICULAR CASE)**

**Charles J. Moxley, Jr.**  
**MoxleyADR LLC**  
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DATE

VIA E-MAIL and MAIL

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RE: XXXXXXXXXXXXXXXXXXXX  
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Dear Counsel:

The purpose of this letter is to set forth the basis upon which I will serve as arbitrator (“Arbitrator”) in the above arbitration (the “Arbitration”).

The Parties hereby appoint me as Arbitrator pursuant to the terms hereof. The Parties will compensate me at the rate of \$\_\_\_ per hour for my services as Arbitrator, including for hearing, study, and administrative time, and will reimburse my reasonable and necessary expenses incurred in connection with the Arbitration, with each side being responsible for one-half of my charges, subject to a possible subsequent reallocation of charges in the course of this arbitration. My statements will be sent to you as counsel. You agree to promptly forward the statements to the Parties, but the payment obligation is solely that of the Parties.

The Parties will make an initial deposit of \$\_\_\_\_\_, i.e., \$\_\_\_\_\_ from each side, due upon delivery of an executed copy of this Retainer Agreement. That deposit will be supplemented, following the Preliminary Hearing/Scheduling Conference in the Arbitration, based upon my estimate at that time as to the amount of time that will likely be needed for the Arbitration. I

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XXXXXXXXXXXXXXXXXXXX

DATE

Page 2

the work in question. I may suspend my participation in the Arbitration at any time if the Parties have not timely deposited the funds I have requested.

The deposits will be maintained in a non-interest-bearing escrow account of MoxleyADR LLC. Any deposits remaining at the end of the Arbitration not needed to satisfy my statements will be returned to the Parties.

I will submit my statements to you periodically, depending upon the level of activity, drawing down on the deposits at such times. The statements will necessarily be of a general nature so as not to disclose my thinking concerning the case.

The Parties will not require me to be a party or witness in any judicial or other proceeding arising out of or relating to the Arbitration and will pay me my hourly rate set forth above for time spent in connection with any proceeding in which I might become involved arising out of or relating to the Arbitration.

If the above is acceptable, would you kindly have the enclosed copy of this Retainer Agreement executed by the Parties and returned to me, along with the initial deposits payable to MoxleyADR LLC. I will execute the Arbitrator's Oath annexed hereto upon receipt of an executed copy of the Retainer Agreement.

I look forward to working with you on this matter.

Very truly yours,

Charles J. Moxley, Jr.

CJM:sm

AGREED TO:

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By: \_\_\_\_\_

\_\_\_\_\_ Date

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XXXXXXXXXXXXXXXXXX  
DATE  
Page 3

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By: \_\_\_\_\_ Date \_\_\_\_\_

