



May 19, 2020

**Attorneys at Law**

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**Via E-Mail**

Mr. Raphael Gang  
**New Beginnings Schools Foundation**  
5800 St. Roch Avenue  
New Orleans, LA 70122

RE: Engagement – New Beginnings Schools Foundation

Dear Mr. Gang:

We are pleased to have been asked to serve as counsel for New Beginnings Schools Foundation to assist in filing and completion of a judicial dissolution process. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation, and this letter will describe the basis on which our firm will provide legal services to New Beginnings, Inc. Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign a copy of this letter in the space provided at the bottom and return to me by e-mail.

(a) *Client; Scope of Representation.* Our client in this matter will be New Beginnings Schools Foundation ("you" or "New Beginnings"). Our representation is limited to assisting New Beginnings with filing and completion of a judicial dissolution process. The services that New Beginnings has requested that our Firm provide are strictly legal in nature.

New Beginnings is our only client in this matter. This engagement does not create an attorney-client relationship with any related persons or entities, such as parent entities, subsidiaries, affiliates, employees, officers, directors, shareholders, or partners.

(b) *Lawyers Providing Services.* I will be the primary contact on this matter here at the Firm. However, there may be additional lawyers and staff working on this matter.

Should this matter involve a formal opinion letter or if at any point you request that we provide an audit response to a third party, you agree that, consistent with our Firm's policy of involving lawyers especially experienced in these matters, other lawyers may become involved for these specific, limited purposes.

(c) *Communication and Cooperation.* We will report to and take direction from you. If you ever want us to report to or coordinate with other counsel handling legal matters for New

Beginnings, we will be happy to do so. Of course, we will be pleased to answer any questions you may ever have of us.

You agree that you will cooperate fully with us at all times, keep us apprised of developments that may be material to the representation, attend meetings and proceedings when necessary, and promptly provide any information that we request.

(d) *The Firm's In-House Counsel and Privilege.* You understand that we, as lawyers, are required to follow applicable rules of professional conduct. Occasionally, issues may arise such as conflicts of interest that raise questions under these rules. The Firm has specially-designated lawyers who advise the Firm on these issues. When such issues arise, our lawyers are instructed by Firm policy (and authorized by the applicable rules of professional conduct) to seek the advice of these in-house counsel. We believe that it is in the client's interest, as well as in the Firm's interest, that we receive this analysis if such issues were to arise.

Accordingly, if we determine that it is appropriate to consult with our Firm's in-house counsel (or, if we choose, outside counsel), you consent to our doing so, agree that the consultation will not in and of itself create a conflict of interest, and agree that the Firm's continued representation of New Beginnings will not waive any attorney-client privilege that the Firm has with its counsel. In any such event, the Firm will observe all applicable rules of professional conduct, including the handling of New Beginnings confidential information.

(e) *Preserving Confidences.* We appreciate that we will be privy to confidential information and we will take steps to maintain this confidentiality, all in compliance with the applicable rules of professional conduct. We confirm that you have approved the use of internet e-mail communication without encryption.

(f) *Term of Engagement.* Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to the applicable rules of professional conduct. Additionally, we reserve the right to terminate our representation if payment is not received within 45 days of the date of a statement, and you agree that we may withdraw from your representation, and that you will not oppose our withdrawal, if payment has not been received within this period.

(g) *Conclusion of Representation; Retention and Disposition of Documents.* Unless previously terminated, our representation of New Beginnings will terminate upon our sending you our last statement for services rendered. Following such termination, any nonpublic information you have supplied to us will be kept confidential in accordance with applicable rules of professional conduct. We reserve the right to keep a copy of any or all file materials after the termination of the representation. Under our document management and retention procedures, hard copy files and the related electronically stored documents are routinely retained for a minimum of seven years. We reserve the right to dispose of file materials after the retention period, absent contrary written instructions from you.

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Page 3 of 4

(h) *Conflicts.* You are aware that our Firm represents many other entities and individuals. We confirm that New Beginnings does not object to our undertaking to represent clients in other matters, involving litigation or otherwise, even if the interests of such clients in those other matters are adverse to New Beginnings, provided that they are unrelated to our representation of New Beginnings. We agree, however, that this prospective consent to conflicting representation shall not apply in any instance where as the result of our representation of New Beginnings we have obtained proprietary or otherwise confidential information that could be used by such other client to New Beginnings' disadvantage. We encourage you to consult with independent counsel before agreeing to this prospective consent.

(i) *Fees and Expenses.* Our Firm will perform the necessary services to assist New Beginnings through the final dissolution of the organization for a fixed fee of \$35,000. Such fee shall be payable to Adams and Reese upon execution of this agreement, prior to the commencement of work.

Please acknowledge your agreement to these terms by signing below and returning this letter to us at your earliest convenience. Once again, we are pleased to have this opportunity to work with you.

Very truly yours,

**ADAMS AND REESE LLP**

*/s/ Lee C. Reid*

Lee C. Reid

LCR/gc

**AGREED AND ACCEPTED:**

**NEW BEGINNINGS SCHOOLS FOUNDATION**

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

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