

August 24, 2026

THE OMNI
333 EARLE OVINGTON BLVD, SUITE 901
UNIONDALE, NEW YORK 11553
516.880.8484

VIA EMAIL

Village of Tuxedo Park
Village Office
80 Lorillard Road
P.O. Box 31
Tuxedo Park, New York, 10987
Attn: Mayor Marc D. Citrin

JARED A. KASSCHAU
MEMBER
DIRECT: (516) 880.8106
FAX: (516) 880.8483
JKASSCHAU@HARRISBEACHMURTHA.COM

RE: Engagement Letter for Legal Services Between Harris Beach Murtha
Cullina PLLC and Village of Tuxedo Park

Dear Mayor:

Thank you for selecting Harris Beach Murtha Cullina PLLC (“we,” “us,” or “our Firm”) for legal representation. I will serve as your primary contact at our Firm. This letter and the enclosed Standard Terms of Engagement for Legal Services will describe the basis on which our Firm will provide legal services.

Client. As we have discussed, our client will be the **Village of Tuxedo Park** (“you” or “Client”).

Scope of Representation. You have asked us to provide legal representation in connection with representing and defending each of the Village Defendants in the litigation captioned Dolores Marchand v. The Village of Tuxedo Park, et al., Supreme Court, Orange City, Index No. EF009047-2026. We will provide legal services only in connection with the Matter, and are not providing business, investment, insurance, accounting or other such non-legal services. Our Firm will provide you with representation in accordance with the applicable professional standards but does not guarantee any particular result.

Attorney-Client Privilege. In general, neither a client nor an attorney can be compelled to disclose confidential lawyer-client communications concerning legal advice. To maintain the attorney-client privilege and other protections, you should take reasonable steps to assure that all communications with our Firm are kept confidential.

Billing. We will bill for our services on an hourly basis. Our fees will be based on the amount of time spent on the Matter by lawyers and paralegals multiplied by their individual hourly billing rates for the Matter. I, Jared A. Kasschau, Esq., will supervise the Matter along with my colleague Brian S. Stolar, Esq., with support as needed from other named attorneys and paralegals. Contact information and current hourly rates for these attorneys and paralegals are as follows:

Jared A. Kasschau, Esq.: (516) 880-8106 or jkasschau@harrisbeachmurtha.com

Brian S. Stolar, Esq.: (516) 880-8383 or bstolar@harrisbeachmurtha.com

Currently, our hourly rates generally range from \$550 - \$850 for members and senior counsel, \$350 - \$500 for associates and other attorneys, and \$150 - \$275 for paralegals. These rates are subject to change annually. Mr. Kasschau's current hourly rate is \$750, but he has agreed to discount his rate to \$450. Mr. Stolar's current hourly rate is \$575, but he has agreed to discount his rate to \$400.

We may also assign other attorneys or paralegals to the Matter from time to time, and we will bill at their standard billable hourly rate. Our billing rates are subject to change annually. Client is responsible for payment of all legal fees, expenses, and disbursements, regardless of the ultimate outcome of the Matter. In performing legal services in the Matter, we may also incur costs (including but not limited to costs for electronic data collection, maintenance and storage, other outside vendors including experts and consultants, overnight delivery, travel and the like) for which You will be responsible. A detailed description of our billing for services and costs is included in the Standard Terms of Engagement for Legal Services.

We will send bills monthly for fees and costs. Payment is due upon receipt and may be made by check, credit card or electronic payment identified on the monthly invoice. If our bills are not timely paid, we reserve the right to terminate our representation by sending the Company written notice. If we are representing You in litigation, we will seek leave from a court or other tribunal to withdraw if necessary, and you agree not to object or oppose any such application.

Retainer. The Firm has waived the requirement for an initial retainer with respect to this Matter but reserves the right to require one if deemed appropriate in the future. Fees for legal services and other charges are billed monthly and are payable within 30 days of receipt of the Firm's invoice, which will be sent to you at the address set forth above unless you request it be sent to a different address.

Insurance. Our engagement does not include responsibility for review of your insurance policies to determine the possibility of coverage for the claim asserted in the Matter, or for notification of your insurance carriers about the Matter.

Deposits. If you provide us with a retainer or other deposit (other than payment of an invoice for services already provided or costs already incurred), or we otherwise receive funds on your behalf, we will hold the funds in a trust or other client funds account, and we may apply those funds to any outstanding invoices currently due.

Legal Hold. Because litigation has been commenced or is reasonably anticipated, you are hereby directed to preserve any and all information in whatever form that may be relevant to your Matter. We may send you a separate "Legal Hold" letter that describes in more detail your responsibilities in connection with preserving evidence, both physical and electronic, that may have relevance to the Matter.

Village of Tuxedo Park

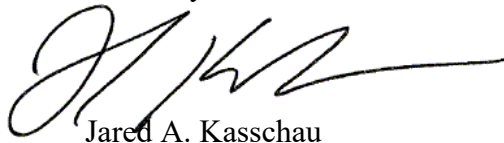
August 24, 2026

Page 3

Additional information about these subjects and other important matters appears in the enclosed Standard Terms of Engagement for Legal Services, which are incorporated as part of this letter and which you should review before agreeing to our engagement.

Thank you for entrusting the Matter to our Firm. Please contact me directly with any questions regarding this engagement letter. Otherwise, if this proposal is acceptable, please confirm by returning a countersigned copy of this engagement letter and payment. However, any services rendered by our Firm in connection with the Matter prior to you signing below shall be governed by the terms of this letter. If at any time you have questions about the progress of the Matter, the way in which it is being staffed or any other issue, please contact me right away. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Kasschau', with a long horizontal flourish extending to the right.

Jared A. Kasschau

Enclosure(s)

AGREED TO AND ACCEPTED:

Village of Tuxedo Park

By: _____

Title: _____

Date: _____

Standard Terms of Engagement for Legal Services

This document sets forth the standard terms of engagement of Harris Beach Murtha Cullina PLLC (“we,” “us,” or “our Firm”) as attorneys for the client identified in the accompanying engagement letter (“you” or “Client”). The engagement letter sets forth specific terms, and those terms control if the engagement letter conflicts with these standard terms. With that exception, the following standard terms are an integral part of our agreement with you. We ask that you review this document carefully and contact us promptly if you have any questions. We suggest that you retain this document in your file.

Whom We Represent

We represent you in this engagement. Unless we say so in our engagement letter or unless we agree later in writing, we do not represent anyone else, including any affiliated entities or individuals such as Client’s officers, directors, owners, subsidiaries, affiliates, agents, employees, family members or any other potentially interested or related parties (individually “Affiliate”, and collectively, “Affiliates”). If you want us to represent others, please talk to us about that, and if there is no conflict or other obstacle, we will provide you with a new engagement letter that identifies whom we represent.

Because we do not represent affiliated entities or individuals who are not specifically identified as Clients in the engagement letter, it will not be a conflict of interest and will not require your consent for us to represent another client with interests adverse to any such affiliate or family member.

Consent to Future Conflicts (Advance Waiver of Conflicts)

Conflicts of interest will be handled as required by applicable rules of professional conduct. Unless otherwise agreed, for the purpose of determining whether a conflict of interest exists, it is only you that our Firm represents, and not any of your Affiliates. As such you will not give our Firm any confidential information regarding any Affiliates unless: (a) that Affiliate has separately engaged us to perform services on that Affiliate’s behalf; or (b) such information is essential to the engagement. There are no intended third-party beneficiaries to this engagement letter.

The engagement letter identifies the particular matter on which we have agreed to serve as your counsel (“the Matter”). As you know, our Firm is a large law firm and represents many other companies and individuals, including as fiduciaries, in many other matters. During the time we are representing you, we may also represent other clients—including clients who are your direct competitors or may otherwise have business or legal interests adverse to yours—in disputes adverse to you or transactions to which you are a party. We will not do so, however, where the dispute or transaction is substantially related to the Matter and the other client’s interests are substantially adverse to yours.

Based on the foregoing, you agree that our representation of you in the Matter will not disqualify our Firm from opposing you in litigation, transactions, or other legal matters that are not substantially related to the Matter, and you consent in advance to any conflict of interest with

respect to those representations. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning you (including communications with you protected by your attorney-client privilege) that we have acquired in representing you to your disadvantage in any litigation or other matter in which we are opposed to you. Additionally, you agree that we may identify you as a client and disclose the nature of our engagement(s) to other clients and potential clients for the limited purpose of identifying and seeking waivers of conflicts of interest. We agree, however, that this disclosure will not include any information that is subject to your attorney-client privilege.

You agree that our representation of you in the Matter will not prevent or disqualify us from representing clients adverse to you in other matters of any kind except as otherwise stated above and you consent in advance to our undertaking such adverse representations.

Representation Exclusions

Unless expressly included in the Scope of Representation section of the engagement letter, our representation does not include any appeals that may arise from the Matter or, advice, or filings regarding compliance with the Corporate Transparency Act ("CTA"), including the reporting requirements set forth in 31 C.F.R. § 1010.380. If the Matter does expressly include advice regarding the CTA, our Firm undertakes no obligation to update any of Client's CTA filings unless such services are first confirmed in writing signed by our Firm. Please also note that our Firm does not engage in lobbying activities on behalf of any client.

How Fees Are Established

Unless an alternative fee agreement has been made with you in the engagement letter, we will bill you based on the amount of time spent by attorneys and paralegals in rendering services in the Matter multiplied by their individual hourly billing rates for the Matter. We record the time spent on meetings and communications with you, your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any), and others, conferences among our legal and paralegal personnel, participation in discovery, negotiations, factual and legal research and analysis, litigation, document preparation and revision, attendance at depositions, hearings, mediations, closings, trials, or other proceedings, travel on your behalf, and other related matters. We record our time in units of tenths of an hour. Hourly charges are applied to total time devoted to Client representation, including travel time (when necessary) and reasonable time spent waiting for in-person and virtual court appearances to begin. The hourly rates of our lawyers and paralegals are adjusted annually to reflect current levels of legal experience, changes in overhead costs, market conditions, and other relevant factors.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter that will be billed on an hourly basis. When we are able to do so, we will furnish such an estimate based upon our professional judgment, but when we do so it is always with the understanding that the estimate is not a maximum or fixed fee quotation. Indeed, the reason that you and we have agreed on hourly billing for the Matter is to assure that you are required to pay only for the actual time we devote to the Matter, even if less than we

estimated, and to assure that our Firm will be paid for all time we devote to the Matter, even if greater than the amount estimated.

For New York Clients Only: In the event a dispute arises between you and Firm regarding fees, you may have the right to arbitrate that dispute pursuant to Part 137 of the New York Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Other Costs and Expenses

As part of our representation, we may incur outside costs or internal expenses on your behalf. All outside costs, along with internal costs that we bill to clients in accordance with Firm policy, will be itemized and included in your bill. Outside costs that we bill to our clients include all costs incurred for outside vendors, experts and consultants, specialized computer applications, preparing responses to your auditors, court and agency fees, process server fees, document production, courier services, delivery services, transcripts, witness fees, certified mail postage, and travel expenses such as air-fare, mileage (or car rental charges), tolls, parking, etc. We generally request that outside service providers directly bill our clients or we may forward the provider's invoices to the clients for direct payment. We may require advance or direct payment for outside service providers where individual charges are over \$2,500.

You are responsible for the cost of any vendors or third parties our Firm hires to carry out its services in the Matter, regardless of whether our Firm or the Client executes the agreement for the Vendor's or third party's services.

Data Collection and Electronic Storage

The Matter may entail electronic storage of substantial volumes of documents, which may require the use of an outside vendor to collect, maintain, store, and provide access to the data. We will assist you in making arrangements with a vendor, but it will be your responsibility to pay those costs.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, ordinarily each month, for both fees and costs. Payment is due upon receipt. Billing on a transactional matter cannot be postponed until closing without our prior written agreement. Interest on unpaid fees and disbursements will be assessed on past due invoices at a rate of .75% per month (9% per annum) or the maximum allowable rate whichever is less.

If your account becomes delinquent, you agree to bring the account current promptly. If the delinquency continues and you do not arrange satisfactory payment terms, we reserve the right to, and may, withdraw from the representation (subject to the approval of a court or other tribunal, where required) and pursue collection of your account. You agree not to object to such withdrawal, and to pay the costs of collecting the debt, including court costs, filing fees, and attorneys' fees.

If you ever overpay an invoice, you agree that our Firm may apply such overpayment to any outstanding fees and expenses or to your next bill. If there are no outstanding fees or expenses and no work in progress, we will refund the overpayment to you.

If you have any questions relating to our Firm's services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

Communication and Confidentiality

You agree to cooperate with our Firm on all aspects of the Matter, including providing us with prompt, truthful and accurate information, documents and other relevant data, as we will rely on those in the performance of legal services for the Matter. In addition, you agree to promptly notify our Firm of any change in your contact information, including any responsible parties at your company if you are at an organization, so that we will have the most up to date way to contact you regarding the Matter. In certain cases, if we are not able to contact you in time, we may miss deadlines that have a legal consequence, including those involved with litigation or patent prosecution, which could result in a significant loss of your rights, with respect to the Matter.

Unless you direct us otherwise, we will use unencrypted e-mail as the primary means of communication with you. We may also use cellular telephones (including smart phones) and facsimile machines to communicate with you. Texting is not a preferred method of communication but may be used on a limited basis to communicate non-sensitive information to you. Consistent with applicable rules of professional conduct, our Firm will take reasonable steps to protect the confidentiality of Firm-Client communication, but unless applicable law provides otherwise, our Firm will not be responsible for disclosures of your confidential information occurring from the use of such communication technologies. You must notify us if you have any requests or requirements regarding our Firm's methods of communication with you.

Our Firm employs protective technologies such as anti-malware scanning that may occasionally reject a communication that you send to us, or we may send you a communication that is rejected by your system. These occurrences may occur in the ordinary course of business, and we both acknowledge that they could affect the security and reliability of our communications.

Any processing of your data by our Firm is for the purpose of providing legal services to you or furthering the legitimate interests of our Firm related to such services. Additional terms governing our Firm's use of your data are set forth in its privacy policy, available at <https://harrisbeachmurtha.com/>.

You agree that our Firm may disclose the fact of its representation of you, including in materials that our Firm uses to describe its practices and expertise.

Termination

You may terminate our representation at any time by notifying us in writing.

Subject to the rules of professional responsibility in the jurisdictions in which we practice, we may withdraw from representation if you fail to abide by these standard terms of engagement or the terms of the engagement letter, if you misrepresent or fail to disclose material facts, if you fail to respond to communications from us or to provide us with current information about how to contact you, due to a conflict of interest with another client, or for any other reason permitted by the professional rules. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal and, if withdrawal becomes necessary, we will promptly give you notice of our withdrawal. We will not withdraw unless withdrawal can be accomplished in accordance with the applicable rules of professional conduct.

After our Firm's completion of legal services to you, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the Matter to provide additional advice on issues relating specifically to the Matter, we have no continuing obligation to advise you with respect to future legal developments, whether relating to the Matter or otherwise.

The termination of our services does not affect your responsibility for payment of fees for legal services rendered and costs incurred before termination and in connection with an orderly transition of the Matter.

Subpoenas for Documents or Testimony

There may come a time, during or after conclusion of the Matter, that our Firm receives a subpoena, request for information, or demand for production or disclosure from any person or entity, including any governmental agency, regarding you or the Matter and/or that might call for or purport to demand that we reveal or produce your confidential information (collectively, "Subpoena"). If we receive a Subpoena, we will promptly notify you, and will to the full extent permitted by law assert the Attorney-Client Privilege and all other applicable privileges, and decline/resist production of the subpoenaed persons or records, unless otherwise ordered by a court or authorized by you. You agree to reimburse our Firm for the attorney's time expended and expenses incurred in connection with responding to such Subpoena, at the rate set forth in this Agreement, including for giving testimony should that be required.

Data Protection and Information Security

Consistent with applicable rules of professional conduct, our Firm will employ reasonable administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of your information.

To ensure the highest level of security, accessibility, and efficiency, we utilize third-party cloud storage providers to store and manage your data. This means that your information may be stored in the cloud, but rest assured our chosen cloud providers implement robust security measures and offer high reliability and redundancy. By agreeing to the terms of this engagement

letter, you consent to us storing your information in the cloud and acknowledge that, as with any technology, such storage creates some risk of inadvertent or unauthorized disclosure of confidential information (e.g., bad acts perpetrated by cyber criminals).

Use of Artificial Intelligence

To provide you with efficient and cost-effective legal services, our Firm is continually evaluating both established and emerging technologies to enhance our representation, including artificial intelligence (AI) platforms or tools. If we use any AI platform or tool, that use will be limited to specific tasks that are suited to its capabilities, and will not replace the diligence, expertise, or judgment of our Firm's lawyers. Should you have any questions or concerns, please contact us.

Data Privacy Regulations

We are committed to maintaining the confidentiality of all information provided to us. We will take all necessary steps to protect your information in accordance with applicable data privacy regulations. This includes implementing appropriate technical and organizational measures to safeguard your data against unauthorized access, disclosure, alteration, or destruction.

To the extent that the Matter involves the application of certain data privacy regulations such as the EU General Data Protection Regulation or UK General Data Protection Regulation (collectively, "GDPR"), we agree to separately enter into a Data Protection Addendum for the rights and responsibilities of each of us which are imposed as a result of GDPR or similar regulations. You acknowledge that our Firm is based in the United States and that all information and data regarding the Matter will be transferred and stored in the United States, and our Firm and you can enter into an appropriate data transfer agreement if required by applicable data privacy regulations.

Outcome of Engagement

We may express our opinions, views or beliefs concerning the Matter and any claims or courses of action and the results that might be anticipated, which are intended to be an expression of opinions, views and beliefs only, based on information available to us at the time. You should not construe our opinions, views or beliefs as a promise or guarantee of any results or outcome of the Matter.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our representation of you with respect to the Matter will conclude when we send you the last invoice for services rendered in the Matter. If the scope of the Matter contemplates an ongoing relationship wherein you seek advice from us on discrete matters on an as-needed basis, you shall be deemed a current client of our Firm for purposes of conflicts of interest while we are in the process of answering such discrete questions, and the attorney-client

relationship between our Firm and you shall conclude once we have answered your question. The attorney-client relationship will then resume the next time you seek advice from us.

Following such conclusion, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, our Firm will return your papers and property promptly after receipt of payment for any outstanding fees and costs. If you do not make such a request within 90 days following the conclusion of the engagement set forth herein, you agree and understand that any materials left with our Firm after the engagement ends may be retained or destroyed at our discretion.

Please note that “materials” include paper files and information in other storage media, including, but not limited to, voicemail, e-mail, and other electronic files, printer files, copier files, video files, and other formats. Our Firm reserves the right to make, at its expense, copies of all documents generated or received by our Firm in the course of its representation. Our Firm will retain its files pertaining to the Matter. These Firm files include, for example, Firm administrative records; internal lawyers’ work product, such as drafts, notes, and internal memoranda; and legal and factual research, including memos and investigative reports prepared by or for the internal use of lawyers. Our Firm will retain all remaining documents for a certain period of time, but reserves the right for various reasons, including the minimization of unnecessary storage expenses, to destroy or otherwise dispose of them within a reasonable time after the conclusion of the engagement set forth herein. This paragraph also applies to any client materials being held or stored by a third-party vendor.

Choice of Law and Venue

Both the terms of this engagement letter and the attorney-client relationship it creates between you and us shall be governed by the laws of the State of New York, without giving effect to the conflicts of law principles thereof. Any claim, suit, action, dispute, or proceeding arising out of, or with respect to, this engagement letter or the legal services provided hereunder (collectively, for purposes of this paragraph only, “claim”) shall be brought in the state or federal courts of New York, Connecticut, or Massachusetts and no other. You hereby consent to personal jurisdiction and venue in those courts for the purpose of any claim and waives your rights to bring any claim in any other court or jurisdiction.

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. An executed facsimile, PDF, or electronic copy of this Agreement shall be deemed to be an original fully enforceable agreement or counterpart.