

February 14, 2017

Mayor Deirdre Dillon  
Borough of Ramsey  
33 North Central Ave.  
Ramsey, NJ 07446

RE: Borough of Ramsey, NJ – Second Amendment

Dear Mayor Dillon:

This letter will confirm our agreement for the provision of pro bono legal services by Troutman Sanders LLP (the “Firm”) to the Borough of Ramsey, NJ.

1. Scope of Representation: As we discussed, the Firm’s client will be the Borough of Ramsey, NJ and not any affiliate or employee of the Borough of Ramsey, NJ. The scope of our engagement will be to represent the Borough of Ramsey, NJ in connection with litigation related to ordinances regulating the discharge of weapons within the borough and the construction of gun ranges (the “Representation”). We have agreed that our present engagement is limited to the performance of services related to this Representation, and will not be expanded without a further written agreement.

2. Representation on a Pro Bono Basis: The Firm has agreed to represent and provide legal services to you on a pro bono basis. This means that you will not be asked to pay any legal fees to the Firm in connection with the Representation. However, you will be responsible for paying for costs (other than legal fees), if any, associated with the Representation. These costs could include expenses such as filing fees, preparation costs, deposition costs, and witness and expert fees.

3. Advance Waiver of Conflicts of Interest: As we have discussed, neither you nor this Firm is aware of any conflicts of interest in our representing the Borough of Ramsey, NJ at this time. However, we are a large law firm and represent many other companies and individuals. It is possible that some of our present or future clients will have disputes with the Borough of Ramsey, NJ or otherwise be adverse to the Borough of Ramsey, NJ during the time that we are representing the Borough of Ramsey, NJ. Therefore, as a condition to our undertaking this matter for you, you have agreed that the Firm may continue to represent, or may undertake in the future to represent, existing or new clients in transactions, litigation, arbitration, other forms of dispute resolution and any other matter that is not substantially related to our work for the Borough of Ramsey, NJ, even if the interests of such clients in those other matters are

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directly adverse to the Borough of Ramsey, NJ. We agree, however, that in the event of such conflicting representation (i) sensitive, proprietary or other confidential information of a non-public nature concerning the Borough of Ramsey, NJ acquired by us as a result of our representation of the Borough of Ramsey, NJ will not be transmitted to our lawyers who may become involved in such other matters and (ii) the lawyers of this Firm with whom you have worked on matters as to which the Borough of Ramsey, NJ is or has been our client will not handle future matters directly adverse to the Borough of Ramsey, NJ.

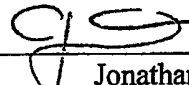
4. Termination of Representation: A client has the right at any time to terminate our services and representation upon written notice to the Firm. We reserve the right to withdraw from our representation, if, among other things, a client fails to honor the terms of the engagement letter, a client fails to cooperate or follow our advice on a material matter, or any fact or circumstance would render our continued relationship unlawful or unethical or would otherwise authorize such termination, subject to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above Representation, and you agree on behalf of the Borough of Ramsey, NJ that you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal.

Please indicate your acceptance of the terms of this letter by signing and returning it to my attention. You may retain the enclosed copy for your files. Should you have any questions, please call me.

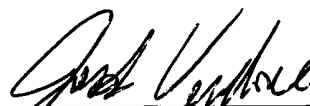
We appreciate the chance to be of service and look forward to working with you.

Very truly yours,

TROUTMAN SANDERS LLP

By:  \_\_\_\_\_  
Jonathan D. Forstot

BOROUGH OF RAMSEY, NJ agrees to the foregoing terms:

By:  \_\_\_\_\_  
Name: JOSEPH VERDONE  
Title: COUNCIL PRESIDENT  
Date: 2/24/17