



Chris Peterson
 Kassi Horner
 Joshua Benn, Of Counsel

March 4, 2009

Mr. and Mrs. _____
 _____,
 _____, Texas _____

Dear Mr. and Mrs. _____:

This contract for legal services will confirm that you have asked Peterson Law Group to represent and advise you with respect to certain estate planning matters. The representation at this time will include the preparation of the following documents at the stated fees:

Documents	Legal Fee	Option Chosen
Non-Tax Planned Wills: Preparation of two simple Wills, two Durable Powers of Attorney, two Medical Powers of Attorney, two HIPAA Releases, and two Directive to Physicians. Also includes two Appointment of Guardian for Minor Children, if needed.	\$800.00	
Tax-Planned Wills: Preparation of two tax-planned Wills, two Durable Powers of Attorney, two Medical Powers of Attorney, two HIPAA Releases, and two Directive to Physicians. Also includes two Appointment of Guardian for Minor Children, if needed.	\$1,200.00	
Non-Tax Planned Revocable Living Trust: Preparation of simple Revocable Living Trust, two Pourover Wills, two Durable Powers of Attorney, two Medical Powers of Attorney, two HIPAA Releases, and two Directive to Physicians. Also includes two Appointment of Guardian for Minor Children, if needed. Fee includes preparation of one deed, excluding filing fees. (Preparation of additional deeds and Assignments are \$200.00 each, plus filing fees)	\$1,100.00	
Tax-Planned Revocable Living Trust: Preparation of tax-planned Revocable Living Trust, two Pourover Wills, two Durable Powers of Attorney, two Medical Powers of Attorney, two HIPAA Releases, and two Directive to Physicians. Also includes two Appointment of Guardian for Minor Children, if needed. Fee includes preparation of one deed, excluding filing fees. (Preparation of additional deeds and Assignments are \$200.00 each, plus filing fees)	\$1,500.00	



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<p>Indicate Forms to be drafted (price listed is the price per document to be drafted):</p> <p>Durable Power of Attorney Medical Power of Attorney HIPAA Release Directive to Physicians Self Declaration of Guardian Revocation of Power of Attorney Gift by a Living Donor Declaration For Mental Health Treatment Appointment of Guardian for Children Designation of Health Care Agent For Children Form to Donate Body for Medical Study Designation of Agent For Disposition of Remains</p>	\$100.00	
<p>Irrevocable Investment Trust: Preparation of irrevocable trust, withdrawal letters, and memorandum explaining operation and administration of trust agreement (includes assistance in obtaining tax identification number).</p>	\$1,250.00	
<p>Irrevocable Insurance Trust: Preparation of irrevocable insurance trust, withdrawal letters, and memorandum explaining operation and administration of trust agreement (includes assistance in obtaining tax identification number).</p>	\$1,500.00	
<p>Charitable Remainder Annuity Trust or Unitrust: Preparation of trust agreement, Letter of Instruction to trustee and grantors (includes assistance in obtaining tax identification number).</p>	\$2,000.00	
<p>Family Limited Partnership: Preparation of Agreement of Limited Partnership, Certificate of Formation and other ancillary documents (includes filing fee and instructions on retitling of assets, but all other work is performed on an hourly basis.)</p>	\$3,500.00	
<p>Qualified Personal Residence Trust: Preparation of qualified personal residence trust, deed to transfer property to trust, and memorandum explaining operation and administration of trust agreement (includes assistance in obtaining tax identification number).</p>	\$1,500.00	
<p>Grantor Retained Annuity Trust or Unitrust: Preparation of grantor retained annuity trust or unitrust, assistance with transfers of property to trust, and memorandum explaining operation and administration of trust agreement (includes assistance in obtaining tax identification number).</p>	\$2,500.00	
<p>Section 142 Trust. Preparation of trust agreement and associated documentation (includes applying to and obtaining approval from court for the creation thereof, but does not include filing fees)</p>	\$2,500.00	
<p>Section 867 Management Trust. Preparation of trust agreement and associated documentation (includes applying to and obtaining approval from court for the creation thereof, but does not include filing fees)</p>	\$2,500.00	
<p>Qualified Income ("Miller") Trust. Preparation of trust agreement and associated documentation</p>	\$2,000.00	
<p>Agreement To Convert Separate Property To Community Property.</p>	\$1,500.00	



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Other: _____ _____ _____ _____		
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Less 5% for full, up front payment: _____

TOTAL: _____

RETAINER: This contract will only become effective upon the receipt by this firm of a retainer (the "Retainer") equal to one-half of the recommended legal services. Acceptance of your case is conditioned upon receipt of the Retainer. An arrangement of this type is beneficial in that it serves several purposes: First, you will be 100% certain of the type of documents which you have engaged Peterson Law Group to prepare for you. Second, you will be 100% certain of the fee you will be charged. No charges, other than those listed, will be forthcoming unless you retain Peterson Law Group to perform additional work not listed above. The Retainer paid to this firm shall be treated as a non-refundable deposit for the work requested to be performed and shall be fully earned upon receipt, with such Retainer allowing us to set aside sufficient time and resources to accomplish the requested services. The Retainer will not be held subject to trust account protection but will instead be deposited in a general or operating fund. You agree that all sums owing pursuant to this contract will become due and payable five months following the date of this contract.

MULTI-PARTY REPRESENTATION: There is an important ethical matter which must be dealt with at the commencement of this representation of you in connection with your estate planning. Each of you is advised, as recommended by the Texas Code of Professional Responsibility, of the hazards of multi-party representation by one attorney. An attorney is required to be impartial, loyal and to exercise independent judgment with regard to the client group as a whole. The attorney may not promote the interest of any one member of a group to the disadvantage of another in the group of clients. An attorney may act as the common representative for more than one person in a common enterprise or endeavor for so long as their interests do not differ or potentially differ. Both of you are advised to obtain the services of independent legal counsel to insure that your legal interests are best protected. You are both clients of Peterson Law Group and, as long as your interests are not in conflict, Peterson Law



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Group may ethically continue to represent both of you. This letter will confirm that you have been advised that during the course of estate planning work conflicts may arise between you with respect to the ownership of your property and its desired disposition during your lifetimes and at your deaths. You have disclosed no facts that might give rise to a conflict, however, such a possibility always exists. If any conflict which could affect your estate planning does arise, you have an obligation to so advise Peterson Law Group. It would seem that the possibility of conflict appears to be remote; however, it is best to cover such a possibility at the outset of the attorney-client relationship.

COMPLETE AND FREE DISCLOSURE: In addition to informing Peterson Law Group of any conflict which arises between you, you have each agreed that there will be complete and free disclosure and exchange of all information given to Peterson Law Group in the course of this representation. Such information shall not be confidential as between you. In order to adequately advise you, you will need to supply Peterson Law Group with information concerning your financial resources and business and family matters. You must provide full disclosure of all such information to Peterson Law Group as the type of documents which are prepared for you depend in large part on the assets you state that you own. Of course, such information will be held in strictest confidence. You also agree to discuss any issues that may arise with respect to the preparation and execution of any documents in good faith and your conduct at all times will be fair and open with one another and with Peterson Law Group.

REVIEW OF DOCUMENTS; FUTURE EVENTS: Estate planning documents may be complex to read and understand. It is your duty to comprehensively review the documents which are prepared for you before execution, and to ask for an explanation of any provision you do not understand. Any changes made to your documents after they are executed will be billed to you on an hourly basis. Changes will likely occur in tax, property, probate and other laws which could impact your estate plan. Unfortunately, it is not possible to review the file of each client to determine the impact of court cases, rulings and other changes in the law. Furthermore, changes will likely occur in your own family, in your marital status and in your finances, all of which could impact your estate plan. Hence, you should have your plan reviewed regularly, and you acknowledge that Peterson Law Group has no duty to review your documents or estate plan unless you request us to do so and agree to pay a reasonable fee for such review.

DISCUSSIONS WITH PERSONS NAMED IN DOCUMENTS: You have each agreed to allow Peterson Law Group to discuss your estate plan with any of the persons named as executors, agents, trustees, guardians, etc., in any of the documents being prepared for you only in the limited event of your death or incapacity. You understand that any one or more of these persons may contact this firm to inform us of your death or incapacity, and in such case, after reasonable efforts to determine whether you have, in



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fact, died or become incapacitated, you agree that Peterson Law Group may discuss with such person or persons your estate plan, all of the documentation contained in your file, and all of the documents prepared for you. You further agree that Peterson Law Group will not be held liable for disclosure of such confidential information if done in good faith and without gross negligence.

LEGAL WORK ONLY: Peterson Law Group has agreed in this contract to provide you with legal services only. You have been advised of the advantages and disadvantages, if any, of having the legal documents listed on page one of this contract prepared, and Peterson Law Group has agreed to prepare such documents at a stated fee. The attorneys at Peterson Law Group are not financial planners, investment advisors, insurance agents or money managers. You are free to invest your money and property in any way you see fit, and neither Peterson Law Group nor any attorney working for Peterson Law Group make representations or warranties as to the financial products or services which may be purchased by you as a part of your overall estate plan. You are urged to research as best as you can the financial strength and viability of any company whose products you purchase.

DEATH OF ATTORNEYS: It is possible that the attorneys at Peterson Law Group will die before the work described in this contract is complete. By signing this contract, you consent to being contacted by an attorney representing the estate of a deceased attorney, an agent or employee of such attorney representing the estate of a deceased attorney, or any other person (even a person who is not a lawyer) who may be involved in the disposal of files maintained by Peterson Law Group as well as the termination of other aspects the law firm's practice. You understand that under such circumstances, a person other than the estate of a deceased attorney or an employee of Peterson Law Group may review the information in your file.

PRICES AND TERMS SUBJECT TO CHANGE: The prices and terms quoted in this contract are good for 30 days, and upon the expiration of such 30 day term, such prices and terms shall be subject to change. The prices and terms of this contract shall not be subject to change if this agreement is executed and the Retainer received.

EXECUTION OF DOCUMENTS: We will attempt to call you periodically to set up a follow-up appointment to execute your documents. Occasionally, arrangements can be made for you to execute your documents away from this office. If so, Peterson Law Group will provide you with instructions to execute the documents. Approximately five to nine months following the mailing of your drafts, if you have not yet scheduled an appointment to execute your documents or if your documents have not been executed, we will mail you a reminder letter. Approximately one to three months following the mailing of the reminder letter, if the documents still have not been executed, we will mail you a letter and an invoice for the remainder due via certified mail, return-receipt



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requested notifying you that no further attempts will be made to contact you with regard to the execution of your documents. Upon receipt of such certified, return receipt letter, our obligations to you will cease 10 days after the date of that letter, and we will close your file.

ARBITRATION; TEXAS LAW APPLIES: In the event we cannot, in good faith, arrive at a resolution of any dispute, then any controversy or claim arising out of or relating to this agreement or your representation by Peterson Law Group shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered of record in any court having proper jurisdiction. The locale of the arbitration shall be Bryan, Texas. If Peterson Law Group is required to give testimony through its attorneys and/or other employees, or if Peterson Law Group is required to produce documents or provide other discovery or testimony concerning our representation of you, you agree to pay the time and expenses incurred by this firm in responding to such requests for testimony or other discovery. This agreement shall be governed by the laws of the State of Texas.

COMPLAINTS: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide you with information about how to file a complaint. You may call 800-932-1900 toll free for more information.



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ACCEPTANCE: If the foregoing correctly reflects our agreements and your understandings, please acknowledge this agreement in the space provided below. It would be prudent to seek the advice and counsel of another attorney as to your rights under this contract. Also, you are advised to seek a second opinion from qualified legal and tax counsel with regard to any work that will be performed for you. Delivery and acceptance of this contract may be made by regular mail or facsimile delivered electronically (which shall be considered to be an original and as best evidence of the original).

_____ Date: _____

_____ Date: _____

Peterson Law Group

By: _____ Date: _____