

VAL JEAN & ASSOCIATES A.P.P.L.C.

JEAN VAL JEAN, ATTORNEY AT LAW

Engagement Letter

To: Fayke E. Client, *nee Marie*

Date: Monday, September 24, 2007

Re: Estate Planning

Dear Ms. Client,

I am pleased that you have chosen to engage this firm to represent you in the matter of your estate planning. Our goal is to provide you with knowledgeable legal service that will ensure that your estate is handled in the way you see fit. The purpose of this letter is to set forth the terms of my legal representation of you.

SECTION 1(A) – SCOPE OF REPRESENTATION:

You have asked me to help you with the planning of your estate. If you choose to retain my counsel, by drafting and finalizing your estate plan, I will represent you in a limited legal capacity. My representation of you includes the following areas:

- The creation of your last will and testament
- The creation of a durable power of attorney for health care
- The creation of a medical power of attorney
- The creation of a declaration naming who your guardian will be if the need for one ever arises
- The creation of any trust(s) that you may require
- Providing you with instructions on how to coordinate your life insurance, deposit accounts and retirement plan beneficiary designations with your estate planning document(s)
- Sending these drafted documents to you and answering any questions that you may have
- Preparing final drafts of the documents mentioned above for your signing
- Supervising your execution of these final documents in my office
- Sending you the completed, signed documents for your records

SECTION 1(B) – LIMITATIONS OF REPRESENTATION:

My representation of you is limited to matters described above, and I owe you no duty of ongoing representation in this or other matters. My duties to you under this agreement will end once I have sent you your completed documents and you have had two weeks to review them for accuracy. After that time, my representation of you will cease, and I will owe you no duty to update your plan or to notify you of law changes which may affect you. Any future representation is not a part of this engagement and will be covered by a separate, future agreement.

SECTION 2 – FEE ARRANGEMENT:

As we discussed in our initial meeting, my work in creating your estate plan is done free of charge. You will receive no bill from my office which is related to the creation of your estate plan. Once you have received your final estate planning documents and you have had two weeks to review them, our attorney-client relationship will terminate. If you wish to retain me for any subsequent work after you receive your final estate planning documents, a separate contract will be drafted at that time and may or may not be free of charge.

SECTION 3 – CLIENT CONFIDENTIALITY:

You, and you alone, are my client. I owe no duty to your family members or to your potential estate beneficiaries. As your estate planning attorney, I represent only you and your interests. As a result of our attorney-client relationship, you are entitled to the full protection of the attorney-client privilege. This means that anything and everything you disclose to me or another attorney in this office is held in the strictest of confidence. Unless you request that I or my associates share the information with a third party, any information you disclose will remain confidential.

SECTION 4(A) – TERMINATION OF REPRESENTATION BY CLIENT:

You may terminate our attorney-client relationship at any time by notice in writing to me. Upon receipt of such notice I will promptly cease providing any services to you. It is important to understand that even after our attorney-client relationship has ended, the confidential information that you have shared with me will remain strictly confidential. Again, unless you request that I share any information with a third party, I will not discuss any part of your case with anyone.

SECTION 4(B) – TERMINATION OF REPRESENTATION BY ATTORNEY:

While I do not foresee any problems arising, if at any time I feel that our attorney-client relationship is inappropriate, I may terminate our relationship by giving you written notice. Since my work on your estate plan is free of charge, you will owe no money to this office for the services provided to you.

SECTION 5 – ATTORNEY’S DEATH, DISABILITY, IMPAIRMENT, OR INCAPACITY:

My objectives are to provide you with outstanding legal services and to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. To accomplish this, I have arranged with another lawyer to assist with closing my practice in the event of my death, disability, impairment, or incapacity. In such event, my office staff or the assisting lawyer will contact you and provide you with information about how to proceed.

SECTION 6 – CLIENT’S RESPONSIBILITIES:

In order to provide sound and appropriate estate planning advice, it is your responsibility to:

- Provide full and accurate disclosure of all relevant information and documents in a timely manner.
- Advise drafting attorney on any material changes to your estate, financial position, or choice of beneficiaries during the drafting and signing of your will.
- Read each drafted document thoroughly to ensure that the material provisions of the document match the stated desires of the client.

SECTION 7 – ANTICIPATED PROPERTY DISTRIBUTION:

Based on our initial interview, I have drafted the distribution of your estate as follows:

Distribution 1: All property will go to your daughter, Knot R. Client. If Knot dies before you, then all property will go to Knot’s children and heirs. If Knot has no children or heirs, all property will pass to Izzy R. Client in the form of a discretionary trust. From our initial interview, I believe we decided that the trust should be set up as follows:

Trust 1: This will be a discretionary trust with your nephew, Izzy R. Client, as the sole beneficiary. A discretionary trust simply means that the trustee will not be required to give Izzy anything until the trustee sees fit to do so. As you requested, the income from the trust will be distributed to Izzy only for

educational purposes and only as the trustee sees fit. All proceeds from the trust will be distributed to Izzy in full at a time when the trustee feels Izzy is “mature” enough to handle them. To help the trustee in making the decision as to whether Izzy is “mature” enough, certain criteria will be included in the will. All property placed in the trust may be sold at the discretion of the trustee with the exception of the garden figures that you wish to preserve. The specific items you wish for the trust not to sell under any condition will be photographed and specifically listed in your will. The trustee will serve without bond and without compensation unless you provide otherwise.

Trust 2: You may choose to create a pet trust for your cat, Milkdud. If you do not wish to give Milkdud to anyone but Izzy, we may be required to create a pet trust to ensure that someone will care for Milkdud until Izzy is able to. We may also want to list other possible care givers for Milkdud in case Izzy is unable or unwilling to care for him.

If any of the provisions of your estate should not be distributed as I have indicated, please let me know and I will make the necessary corrections. Please keep in mind that the above is only a rough outline of your estate plan and should not be considered a final draft. There are many provisions to be added and holes to be filled as we move towards completion.

SECTION 8 – REQUEST FOR CLIENT’S DOCUMENTS:

During our initial interview, we came up with a list of documents we will need before your will can be drafted. I have listed those documents below. Please collect each of them and bring them with you next time we meet. During our meeting, I will make copies of them and return the originals to you for safe keeping.

- 1) Your Bank account information from each account you currently own
- 2) Documentation of your savings account worth approx. \$1,300,000
- 3) Documentation of your Certificate of Deposit (CD) Account worth approx. \$53,400
- 4) Documentation of your checking accounts
- 5) A copy of your life insurance policy which lists the designated beneficiary
- 6) A copy of the title to your Honda Civic
- 7) A copy of the mortgage on your home

In addition to these documents, please be thinking about whom you wish to appoint as both the executor of your will as well as who you would like to name as the trustee for Izzy’s trust in the

case that a trust is created. I know you expressed to me that you are unsure who should fill these positions and I understand this is a difficult and important decision to make. Consider that your choice should be a trusted friend or family member who will be willing and available when the time comes. For each of these positions, also consider alternative choices if your first choice is unable or unwilling to serve.

SECTION 9 – ACCEPTANCE OF TERMS:

If you accept the terms of this agreement as set forth in Section 1 - 6, please so indicate by signing and returning the enclosed copy in the envelope provided. If you have any questions, comments or concerns, please do not hesitate to call me at (523) 815-2103 and we will discuss them. If you so choose to sign this agreement and hire me as your estate planning attorney, let me be the first to say that I look forward to working with you in the future. Once we receive this letter from you, we will schedule a second meeting and begin drafting a more comprehensive estate plan at your earliest convenience.

Sincerely,

Jean Val Jean
Attorney at Law

**TERMS OF AGREEMENT ACCEPTED
BY CLIENT**

Date Signed: _____

[Fayke E. Client, *nee Marie*]