

DEWEY, CHEATUM & HOWE, LLP
Attorneys at Law
2 South Main Street
West Village, NY 12345

**Attorney-Retainer Agreement: ESTATE OF BEATRICE
STEPHENS**

1. This agreement, made as of the 15th day of July, 2009, is between RICK STEPHENS and PATRICE STEPHENS, as prospective Executors and Trustees (hereinafter Clients), and DEWEY, CHEATUM & HOWE, LLP (hereinafter Attorney).

2. Clients retains Attorney to probate the estate of their late mother, BEATRICE STEPHENS. Clients are the nominated executors in their mother's Last Will, which was executed on May 20, 2001. Clients are also the nominated Trustees of the various testamentary trusts created under said Last Will.

3. Attorney will prepare and file the probate petition, including all ancillary documents, with the Surrogates Court, and will meet all Surrogates Court requirements as are necessary to obtain Letters Testamentary and Letters of Trusteeship. Attorney will direct the allocation of assets to the beneficiaries and to the various trusts that are to be created as the result of the passing of BEATRICE STEPHENS. Attorney will advise and assist the executors and trustees on the marshaling of estate assets, the payment of debts and expenses, the creation and funding of the testamentary trusts and the satisfaction of all other estate and trust requirements.

4. Attorney will prepare and file the necessary federal and/or state estate tax returns. Attorney will also work together with the estate's accountant to assist in the preparation and filing of all necessary income tax returns for the estate and testamentary trusts.

5. The parties agree that the estate and testamentary trusts of BEATRICE STEPHENS will pay all costs and expenses, including attorney's legal fees, which will be charged in accordance

with the following schedule:

- \$300.00 per hour for all work performed by partner(s) at Attorney's law firm in connection with estate and trust matters;
- \$225.00 per hour for all work performed by associate(s) at Attorney's law firm in connection with the above;
- \$100.00 per hour for all work performed by paralegal(s) at Attorney's law firm in connection with the above;

6. Clients agree to an initial retainer of \$6,000 to be paid to attorney. Future bills covering fees and expenses will be sent to client on a periodic basis.

7. Client is advised that in the event that a dispute arises relating to legal fees, Client may have the right to arbitration of the dispute pursuant to Part 137 of the Chief Administrator of the Courts, a copy of which will be provided to Client upon request.

LOUIS DEWEY, for DEWEY, CHEATUM & HOWE, LLP , Attorney _____
Date

RICK STEPHENS, Client _____
Date

BEATRICE STEPHENS, Client _____
Date