

SPELLMAN GIBBONS POLIZZI TRUNCALE & TRENTACOSTE, LLP
ATTORNEYS AT LAW

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RETAINER AGREEMENT FOR ESTATE PLANNING

This Retainer Agreement is for legal services by and between SPELLMAN GIBBONS POLIZZI TRUNCALE & TRENTACOSTE, LLP (the "Firm") and KERIN E. COUGHLIN. This Retainer Agreement constitutes a binding legal contract and should be reviewed carefully.

I. RETENTION OF FIRM

A. This Retainer Agreement confirms that you have retained this Firm as your attorneys to represent you with respect to matters involving the development and implementation of your estate plan, and the provision of advice regarding estate taxes in connection with such planning.

B. It is further specifically understood and agreed that I will be in charge of and responsible for the work involved in creating and implementing an estate plan. However, it may be necessary for me to utilize the services of another attorney in the Firm, or paralegal or law clerk for such day-to-day services such as, but not limited to, telephone calls and various paperwork. All of the same, however, shall be reviewed by me.

II. FEES INCURRED FOR SERVICES RENDERED

A. In order for the Firm to begin its representation, you have agreed to pay fees in accordance with services rendered and disbursements advanced by the Firm. The amount of the Firm's fee will be as detailed below, along with any out-of-pocket disbursements (described in section C below) which are incurred on your behalf.

B. The legal fee for services rendered by the Firm will be as follows:

Work associated with the preparation of a Last Will and Testament containing provisions for a Pet Trust, Power of Attorney, Health Care Proxy, and Statement of Intent: \$X00.00

C. You will be responsible for direct payment, or reimbursement to the Firm, for disbursements advanced on your behalf, the same to include, but not necessarily be limited to, any of the following if same are necessary: court costs, online legal research costs, recording fees, travel and mileage expenses, copying and velobinding costs, transcripts, messenger services, certified mailings, overnight mailings, and excess postage.

D. Upon execution of this Retainer Agreement, you have agreed to pay to the Firm and the Firm has agreed to accept an initial retainer amount of ~~X~~ Hundred Dollars (\$~~X~~00.00). The initial retainer amount will be applied towards work undertaken and work to be performed. The initial retainer amount of ~~X~~ Hundred Dollars (\$~~X~~00.00) shall be applied as a credit toward the total anticipated legal fees of ~~X~~ Hundred Dollars (\$ ~~X~~00.00). The balance of the total fixed legal fee will be due upon the earlier of execution of final documents, or within thirty (30) days from the date draft estate planning documents are mailed to you.

E. It is further understood that the legal fee does not include any services rendered in any actions or proceedings other than your estate planning for which the Firm has been retained.

III. RIGHT TO CANCEL

You have the absolute right to cancel this Retainer Agreement at any time. If the Firm disposes of your matter, or if you discontinue the Firm's services prior to completion or implementation of your estate plan, or if the Firm is relieved as your attorneys by court order, you shall be billed only for actual services rendered and disbursements advanced by the Firm and any unearned portion of the retainer fee you advanced to the Firm shall be refunded to you.

Upon termination of the Firm's representation of you under this Retainer Agreement, we will send to you a termination letter stating that our representation has ended and requesting that all files be picked up by you. If you choose, we will store at our expense documents and materials pertaining to this Retainer Agreement for a period of three (3) years following termination of the representation, after which period we may destroy all such documents and materials without prior written notice to you. Therefore, during the Firm's representation of you under this Retainer Agreement, you should request copies of any documents and materials that you wish to retain.

IV. BILLING PROCEDURES

A. You will be billed at least thirty (30) days from the date draft documents are mailed to you provided you have not executed finalized documents before such date. Upon receipt of the Firm's bill, you are expected to review the bill and promptly bring to the Firm's attention any objections you may have to the bill. The Firm shall discuss with you any objections you raise to the Firm's bill. You will not be charged for time expended in discussing with the Firm any aspect of the bill rendered to you.

B. You agree to pay the Firm such additional fees and to reimburse the Firm for the Firm's advances on your behalf that may be due from time to time not later than thirty (30) days from the date that the Firm shall submit a bill to you for same unless the Firm shall extend such time for payment. If an amount due to the Firm is not paid within that thirty (30) day period or such further extended time as may be granted by the Firm, interest at the rate of nine percent (9%) per annum shall be added to the balance due to the Firm.

C. Unless the period for payment has been extended by the Firm, in the event that any bill from the Firm remains unpaid beyond a thirty (30) day period, you agree that the Firm may withdraw its representation, at the option of the Firm. In the event that an action is pending, and

absent your consent, an application must be made to the Court for such withdrawal. Where the fee is unpaid for the period set forth above, you acknowledge that in connection with any such withdrawal application, that the account delinquency shall be good cause for withdrawal. With respect to any such fees due the Firm at the time of withdrawal, you are advised that the Firm may exercise its right to a retaining lien on the file, as well as seek a charging lien.

V. ARBITRATION

While the Firm seeks to avoid any fee disputes with its clients, in the event of any such dispute, you are advised that you have the right, at your election, to seek arbitration to resolve the fee dispute. Should you seek arbitration, you should notify the Firm in writing and the Firm will provide you with information necessary to file for arbitration. The decision resulting from arbitration is binding upon both you and the Firm.

VI. RETENTION OF EXPERTS

You have been advised that in order for the Firm to properly protect your interests, it may be necessary to retain outside experts such as investigators, appraisers and accountants. You will be responsible for the costs incurred for any such service, which in some cases may have to be paid in advance depending upon the requirements of the particular expert. No expert or appraiser shall be retained without your prior approval. In order for the Firm to properly protect your interests, it is important that the Firm select or at least consent to the experts being retained in your matter. Accordingly, you agree to procure the Firm's consent relative to the retention of any experts for your case.

VII. GENERAL PROVISIONS

A. The Firm shall keep you informed of the status of the development and implementation of your estate plan and the Firm agrees to explain the laws pertinent to your situation, the available course of action, and the attendant risks. The Firm shall be available for meetings and telephone conversations with you at mutually convenient times. The Firm does insist that appointments be made in advance for personal visits to our offices.

B. Copies of all documents and correspondence will be supplied to you as they are prepared (unless you request to the contrary), and you may be billed a reasonable photocopy charge for voluminous or special copying of documents on your behalf which will be included in your periodic billing. Such copies which are made in-house by this office are charged at the rate of \$.20 per page.

C. You authorize the Firm to take any steps which, in the sole discretion of the Firm, are deemed necessary or appropriate to protect your interests in the matter.

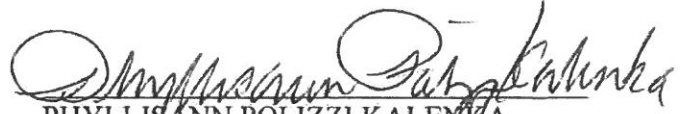
D. You acknowledge that you have read this Retainer Agreement in its entirety, have had full opportunity to consider its terms and agree to such terms.

E. You further acknowledge and understand that there are no additional or different terms or agreements other than those expressly set forth in this written Retainer Agreement.

F. You are aware and acknowledge that the Firm has made no guarantees as to the outcome affecting the estate planning for which you have retained the Firm.

Kindly indicate your understanding and acceptance of the above by signing the Retainer Agreement below where indicated. The Firm looks forward to being of service to you in connection with this matter.

Dated: 8/31/2020


PHYLLISANN POLIZZI KALENKA
Spellman Gibbons Polizzi Truncale
& Trentacoste, LLP
229 Seventh Street, Suite 100
Garden City, New York 11530
(516) 592-6807

I HAVE READ AND UNDERSTAND THE ABOVE RETAINER AGREEMENT, HAVE RECEIVED A COPY AND ACCEPT ALL OF ITS TERMS:



KERIN E. COUGHLIN

Dated: 10.01.2020