

Bernstein, Simon & Shirley 11187.001
Executed Documents - Estate Planning

CONFLICT OF INTEREST ISSUES

We are pleased that you have engaged our firm to represent the two of you in connection with estate planning matters ("Estate Planning"). An attorney has the duty to exercise independent professional judgement on behalf of each client. If an attorney is requested to represent multiple clients in the same matter, the attorney can do so only if the attorney can impartially fulfill this duty for each client and if the attorney obtains the consent of each client after explaining the possible risks, benefits, and implications involved in the joint representation.

Based upon our initial discussions with the two of you, we have concluded that our firm can impartially represent the two of you in connection with the Estate Planning. Please be aware, however, that each of you may obtain separate, independent counsel on this matter- now or at any time in the future. In determining whether you should consent to this joint representation, you should carefully consider the following:

1. Role as Joint Legal Counsel. In our joint representation of the two of you on the Estate Planning, we will strive to represent each of you in a professional manner, with our ultimate goal to reach an arrangement regarding the Estate Planning that is mutually advantageous to each of you and is compatible with the interests of each of you. Because we will be representing both of you in carrying out this representation, we must consider the interests of each of you- not the interests of any one person. As you are probably aware, one advantage to separate legal representation for each of you is that your respective legal counsel would be acting solely on your behalf- looking out for your best interests exclusively without regard to the interests of the other person. On the other hand, separate representation for each of you is generally more costly, more contentious, and more time-consuming than joint representation.
2. Non-Disclosure of Information/Withdrawal. We owe duties to each of you, and each of you has an obligation to disclose to us all information that is relevant to the representation. If one of you discloses information to us but does not disclose it to the other spouse, we will not disclose that information to the other spouse without your permission, even if the information is relevant to our representation of the other spouse. However, if a conflict of interest arises between the two of you based on the information, we will decide whether that conflict prevents us from adequately representing each of you. We will make that decision in our sole professional judgment. If we believe that we cannot adequately represent each of you, we will notify each of you separately in writing that a conflict of interest has arisen that prevents us from representing either one of you in this matter. We could not continue to represent either one of you without the consent of both of you. You should be aware that if there is ever litigation between the two of you, we could be compelled to testify about information obtained from you or about advice that we gave to you in the representation.
3. Attorney - Client Privilege. We believe that any information disclosed to our firm by either of you during this joint representation and relating to the Estate Planning will not be protected by the attorney-client privilege in the event of a subsequent legal dispute between the two of you relating to the Estate Planning. In addition, our firm would not be able to represent either of you in connection with any such legal dispute and each of you would be required to obtain separate legal counsel.

TESCHER & SPALLINA, P.A.

4. Future Conflicts. At this time, there does not appear to be any difference of opinion between you about the fundamental terms of the Estate Planning. But it may turn out that upon further consultation you have differing opinions about the terms of the Estate Planning, such as the persons who will be the beneficiaries of your estate or the property such persons will receive. If we determine that there are material differences on one or more issues that cannot be resolved amicably or on terms compatible with the mutual best interests of the two of you, then we must at that time withdraw from the joint representation and our firm would not be able to represent either of you in connection with the Estate Planning. If this occurs, we will, if you wish, assist each of you in obtaining new counsel.

We would be pleased to discuss these issues in further detail, if you desire. Your signatures below indicate your consent to the joint representation.

Dated: May 2, 2008

TESCHER GUTTER CHAVES JOSEPHER
RUBIN RUFFIN & FORMAN, P.A.

By: _____

SIMON L. BERNSTEIN

SHIRLEY BERNSTEIN