4. <u>Legal Fees</u>. Legal Fees shall be billed hourly, in increments of six minutes. For any day that a professional works on the Matter, the minimum time billed will be for twelve minutes. Jeffrey H. Skatoff, Esq. time shall be billed at \$400 per hour, associate attorney time shall be billed at \$350 per hour, and paralegal time shall be billed at \$150 per hour.

Given the complexity of maintaining case files in probate and/or trust matters, paralegals and legal clerks will be billing for a portion of the effort incurred in maintaining orderly files and indexing. Our office uses a team approach on our matters to staff any necessary projects appropriately and to deliver the best possible result. When possible, less experienced attorneys will work on the Matter, supervised by senior attorneys and partners. Therefore, you will be regularly billed for internal conferences between attorneys and between attorneys and paralegals, as well as for partner and senior attorney time spent reviewing work prepared by less experienced attorneys. This team approach ultimately results in reduced fees for the Client and a superior work product.

We bill for all time expended on your matter, including telephone calls and responding to emails. We also bill for travel time to and from court and depositions, unless arrangements are otherwise made.

- Retainer & Payment. A retainer in the amount of \$25,000.00 shall be required. Client shall replenish the retainer as required so that it maintains a positive balance at all times. Attorney may withdraw from the Matter if a positive balance is not kept, in addition to all other reasons pursuant to which Attorney may withdraw. All outstanding Legal Fees and Costs and Expenses are due and payable upon receipt of an invoice. Unpaid balances shall accrue interest at the rate of One Percent (1%) per month. Should Attorney be required to pursue a collection action against Client, Client agrees to pay the reasonable costs of such collection, including attorney fees.
- 6. Costs and Expenses. Client shall bear full responsibility for all court costs and out-of-pocket expenses, including, but not limited to, travel, expert witness fees, copying, postage, and deposition and court transcription fees to be paid from Client's distribution. While we do not normally charge for copying letters and routine documents, we do charge for copying large documents, court filings, discovery, and for documents that need to be sent to multiple parties. Our current copying charge is \$0.30 per copy. We also charge Westlaw access (legal research service) for searches performed outside our standard subscription, which are Florida state cases.
- 7. Collection and Lien Rights. Client agrees to authorize and direct payment from the Estate of all Costs & Expenses as they are incurred in the event Client has not advanced such amounts to Attorney. Client agrees to sell property, including Estate property, as is reasonably necessary to allow Attorney to recover Legal Fees earned under this Agreement and other sums owing to Attorney under this Agreement. Client authorizes any recovery from the Matter payable to Client, whether it be an

BOCA RATON OFFICE: 2385 NW EXECUTIVE CENTER DRIVE, SUITE 130-D, BOCA RATON, FLORIDA 33431 STUART OFFICE: 900 SE OCEAN DRIVE, SUITE 130-D, STUART, FLORIDA

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