APPENDIX

1. Bruce Stone's draft disclosure letter re selection of fiduciary

2. Bruce Stone's draft engagement letter with disclosures re corporate fiduciaries

ACTEC Form Engagement Letters (available at www.actec.org)

3. ACTEC Form Engagement Letter for Joint Representation of Spouses

4. ACTEC Form Engagement Letter for Joint Representation of Multiple Generations of the Same Family

5. ACTEC Form Engagement Letter for Separate Representation of Multiple Generations of the Same Family

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Sample Disclosure Letter for Appointment
Of Attorney as Personal Representative and Trustee

October 1, 2006

Re: Will and Revocable Trust Agreement

Dear _____:

This letter will confirm that you have instructed me to revise your will and your revocable trust agreement to change the provisions governing appointment of your personal representatives (under your will) and the succession of trustees (under your revocable trust agreement).

Currently Existing Documents

Presently, under your existing documents before making these changes, your children A and B would serve as the personal representatives under your will upon your death If one of them failed or ceased to serve, the other one of them would serve alone If both of them failed or ceased to serve, Corporate Fiduciary would serve alone.

Daughter A and Corporate Fiduciary would serve as successor trustees under your revocable trust during your lifetime if you became incapacitated, and after your death during the period of administration of your estate If Daughter A stopped serving (and did not appoint a successor to herself), Son B could appoint a successor trustee to Daughter A (and he could appoint himself as a trustee if he wanted to) Daughter A can remove Corporate Fiduciary at any time. If she is unable to do so, Son B can remove Corporate Fiduciary at any time However, a corporate trustee is required to serve at all times.

When the distributions are made from your revocable trust after your death to the separate trusts for your children, the trustees of your revocable trust will stop serving, and the trustees under the separate trusts for your children would take over each child's inheritance. For example, the trustees of your revocable trust would distribute Daughter A's share of the trust assets to the trustees of her dynasty trust (Daughter A and Corporate Fiduciary). The same thing would happen for Son B's share (Son B and Corporate Fiduciary are the trustees of Son B's dynasty trust)

The Revised Documents

Under the revised will, I and Corporate Fiduciary will serve as your personal representatives. If I fail or cease to serve, Corporate Fiduciary will be your sole personal representative.

Under the revised revocable trust, I and Corporate Fiduciary will serve as your successor trustees when you stop serving If I fail or cease to serve, Corporate Fiduciary will be your sole trustee. A corporate trustee is required at all times after you have stopped serving. I have the right to remove Corporate Fiduciary as trustee, but I must replace it with another corporate trustee

Under the revised trust, I and Corporate Fiduciary (as the nominated successor trustees) will have the authority to retain a board certified medical doctor to determine your capacity Under the currently existing trust, that authority is given to your children. If the doctor determines that you are no longer legally capable of managing your own affairs, I and Corporate Fiduciary would step in as your successor trustees You would still have the ability to challenge any such determination by taking it to court, and of course, if we had wrongly believed you to be incompetent, you would be free to terminate our employment and service as your trustees.

As your personal representatives and trustees, both I and Corporate Fiduciary will be entitled to reasonable compensation for our services. In my case, I would be entitled to receive reasonable compensation for my services as personal representative and trustee in addition to reasonable compensation for my or my firm's separate professional services for legal work. Florida law gives a percentage fee guideline for personal representatives in probate estates, but the guideline is not mandatory, and your personal representatives could be paid for their services on some other basis (such as a fixed fee, or a reduced percentage, or based on time spent). For trustees, Florida law provides only that they are entitled to reasonable compensation. Generally speaking, when you have two or more personal representatives and trustees, the amount of fees paid to them is greater than if you had only one personal representative and trustee. The guideline for personal representative fees in the Florida Statutes generally limits the total compensation for all personal representatives combined at twice the amount that one personal representative would receive, but again, the statute is only a guideline.

The persons bearing the impact of the payment of personal representative and trustee fees (in your case, the trusts for your children) will have the opportunity to object to the amount of all fees and to have the court determine the amount of compensation.

Your existing trust prior to these revisions provided that an individual Trustee will be liable only for actions or failures to act that are made in bad faith, whereas a corporate Trustee will be liable for its actions or failures to act that are negligent or that breach its fiduciary duty. Thus individual Trustees are held to a less strict standard of liability than a corporate Trustee. The reason for this difference is that the individuals you have named as your Trustees are not in the business of serving as Trustees. On the other hand, a corporate Trustee is in the regular business of serving as a trustee and therefore should be held to ordinary negligence standards in determining whether it should be liable for the consequences of its actions and omissions. You want to encourage your individual Trustees to serve by requiring only that they act in good faith by paying proper attention to the purposes of the trust and your best interests and the interests of your beneficiaries. As noted above, this provision has been in your trust instrument for a long time before you decided to ask me to serve as a successor Trustee. It was not inserted or included to protect me specifically, but will apply to all individuals who ever serve as your Trustee.

You are always free to change the designation of who will serve as your personal representatives and successor trustees, as well as the standard of conduct and liability to which they are held. It is not necessary that you name me as a personal representative or trustee. You are free to name anyone or more of your family members as personal representatives even if they are not Florida residents (but for those relatives who aren't Florida residents, only relatives within a certain degree of relationship, such as your children and grandchildren, and your siblings and their descendants). You are free to name anyone who is a resident of Florida as a personal representative even if not related to you. There are no restrictions under Florida law on who you can name as trustees of your revocable trust.

If you are still in agreement with the appointment of me as a personal representative and successor trustee together with Corporate Fiduciary, instead of having your children serve, I would appreciate you signing a copy of this letter so that I may place it in our files.

Sincerely yours,

Bruce Stone

I have read the preceding letter, and I am signing my name below to express my understanding and agreement.

Signed by me on _____

Witnessed by:

_____ _____

Client's Name

_____

TERMS OF ENGAGEMENT
FOR ESTATE PLANNING SERVICES
FOR CLIENTS' NAMES

We appreciate your decision to retain our law firm for your estate planning. This document contains important information about the relationship between you and our firm. Our work will be limited strictly to legal services, unless otherwise described in the letter that accompanies this document. You are not relying on us for business, investment, accounting, or valuation decisions, or to investigate the character or credit of other persons or firms (such as insurance companies or investment advisers), unless otherwise specified in the letter.

Our Duty to Preserve Your Confidential Information

Estate planning is a personal matter that requires you to disclose sensitive information about your family relationships and financial matters, and it may involve difficult questions. You agree to provide us with all information needed to perform our services. You will be responsible for making decisions on matters not involving legal determinations. We urge you to make a complete disclosure of your financial matters and your wishes concerning your estate. Failure to do so could make it impossible for us to give proper advice to you. We will not be responsible for consequences caused by your failure to disclose essential information to us.

The ethics rules require us to keep information that you disclose to us confidential and not to disclose it to persons outside our firm without your permission. The lawyer primarily responsible for your work may disclose information to other persons in our firm as needed to do your work, on a "need to know" basis, but we will not make unnecessary disclosures. At least two of our lawyers will be aware of the provisions of your estate planning documents, because of our policy to have documents reviewed by a second attorney for quality control purposes.

If persons outside our firm work with us with your permission (such as your accountant, a bank trust officer, a financial planner, an insurance agent, or another law firm), you agree that we can disclose information to them that they need to fulfill their role in your estate planning. Unless you instruct otherwise, you agree that we can disclose information to them that in our judgment we think is necessary for your best interests.

Our Duty To Share Information With Each of You

We will represent both of you jointly in your estate planning. We owe duties to each of you, and each of you has an obligation to disclose to us all information that is relevant to

both spouses' estate planning. You agree that among us (the two of you and our firm), there will be no confidentiality of communications or information, unless and until one of you instructs us otherwise. If one of you discloses information to us that is relevant to the other spouse's estate planning, we can disclose that information to the other spouse if we think it is necessary to fulfill our duties to the other spouse in your estate planning.

Either of you can terminate your permission for us to disclose information to the other spouse at any time, if you give us clear directions not to disclose. However, if you do terminate that permission, we must then decide if a conflict of interest has arisen that prevents us from adequately representing the other spouse. We will make that decision in our sole professional judgment. If we believe that we cannot adequately represent the other spouse without the disclosure, 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 your estate planning. We could not represent either one of you in your estate planning after that without the consent of both of you. Even if you revoke our permission to disclose information, you should be aware that if there is ever litigation between the two of you, we could be compelled to testify about information we obtained from you or about advice that we gave to you in your estate planning.

If this agreement concerning confidentiality is not acceptable to you, you must advise us immediately so that other arrangements can be made.

If You Become Disabled

The ethics rules that govern us state that if you become unable to make adequately considered decisions, whether because of mental disability or other reasons, we may attempt to continue a normal attorney-client relationship with you as much as is possible. Those rules also state that we are authorized to seek the appointment of a guardian or to take other actions to protect your interests if we reasonably believe that to be necessary.

You can designate other persons to act on your behalf under a durable power of attorney and to make decisions for you concerning your estate planning, such as making gifts of your assets and signing trust agreements on your behalf. If you authorize someone to act on your behalf, and if we believe their authority is broad enough to allow them to instruct us on your estate planning, you agree that we can continue to do estate planning work for you by dealing with them, and that we can rely on instructions from them. You agree that we can communicate with them and disclose information they need to make informed decisions on your behalf, including information that is protected by the attorney-client privilege. However, if we believe that they do not have the authority to act on your behalf, or if we believe they are not acting in your best interests, we reserve the right to refuse to act on their

instructions and instead to take whatever action that we reasonably believe is necessary to protect your interests.

After Your Death

We cannot disclose confidential information about your estate planning after your death, but there are some important exceptions. For example, your personal representative can permit us to disclose information, or we can be required to disclose information to parties in litigation (including the contents of our files such as correspondence and records of conversations with you) if there is a will or trust contest. Even if we are not required to disclose information, you consent and authorize us to make limited disclosures about your estate planning after your death (if there is no personal representative for your estate), if we believe in our professional judgment that such limited disclosures will help to prevent or resolve disputes over your estate planning. You waive the attorney-client privilege to this limited extent.

How We Charge for Our Services

[Material omitted]

Costs and Expenses

[Material omitted]

How We Will Bill You

[Material omitted]

Conflicts with Other Clients

Sometimes we are asked to represent a client who has interests that are adverse to another client who we represent in other unrelated matters. Just as you may wish to hire other law firms that compete with us, we want to be able to consider representing other persons who may be competitors in your business or occupation or who may have interests that are potentially adverse to yours – but only in matters that are unrelated to the work that we do for you. The ethics rules that govern us permit us to accept multiple representations if certain requirements are met.

While we represent you, we will not represent another client in matters that are directly adverse to your interests unless and until we have made full disclosure to you of all relevant facts, circumstances and implications. You agree that we can represent other clients

whose interests are adverse to yours if we confirm to you in good faith that the following conditions are met: (i) there is no substantial relationship between the other client's matter and our work for you, both now and in the past; (ii) our representation of the other client will not involve or disclose any confidential information we have received from you (with the use of screening measures, if appropriate); and (iii) the other client also consents to our representation of you. You will have the right to contest (but only if done in good faith) our statement to you that these conditions have been met. If you make a good faith objection to our statement, we will have the burden of proving that these conditions have been met.

Relationships with Financial Institutions

Our firm works with various banks, trust companies, and other financial institutions. Sometimes we may represent those institutions as clients, either in a fiduciary capacity such as when they serve as personal representatives or trustees, or directly such as when defending them in litigation matters. Those institutions may refer potential clients to our firm, and we may recommend their services to our clients. If you ask us to recommend a financial institution for your estate planning arrangements, it is possible that we may have separate attorney-client relationships with the institution or institutions we recommend. If you name a corporate fiduciary to serve as your personal representative or trustee, it is possible that the corporate fiduciary might retain our law firm in the future to represent it in performing its duties (assuming that there are no conflicts of interest). You acknowledge that the decision whether to use a corporate fiduciary and the selection of a particular institution is your responsibility, even if you ask us for advice and recommendations.

Florida law does not fix compensation for personal representatives or trustees, although statutory guidelines are given for fees for personal representatives. You are free to negotiate the amounts that will be paid as compensation to your personal representative or trustee, and do not have to agree that fees (including termination fees) will be paid to a corporate fiduciary based on its standard fee schedule.

Completion of Our Engagement

When you have executed the estate planning documents that we will prepare for you (such as a will, trust agreement, or related documents such as living will and health care surrogate designations), the attorney-client relationship between us will end unless both you and we have separately and expressly agreed in writing that it will continue. It may be necessary for you to take additional steps to implement and make best use of your estate planning documents after they have been signed. Failure to take those steps could result in your estate planning being incomplete or in some cases ineffective.

For example, if you execute a revocable trust agreement with the intention of avoiding probate of your assets when you die, but you fail to take additional steps to fund the trust during your lifetime by transferring legal ownership of your assets to the trustee, it will still be necessary to probate those assets when you die. If you create a partnership or limited

liability company with the objective of reducing the amount of estate taxes upon your death, but you either fail to create or to follow proper operating procedures for the entity during your lifetime, your estate may have to pay estate tax just as if the partnership or limited liability company had never been created. If you create an irrevocable trust and make gifts to it, it might be necessary for you to obtain a taxpayer identification number and to file gift tax and income tax returns, and it might be advisable for you to allocate generation-skipping tax exemption (or instead deliberately elect not to allocate generation-skipping tax exemption) on gift tax returns each year for that trust.

These types of matters involve actions on your part in the future, or by others acting on your behalf, after we have finished your estate planning documents and you have signed them. These types of services are not included in this engagement agreement, and we will not be responsible to assist or advise you in those ongoing matters after execution of your documents unless you and we have entered into a written engagement agreement for those additional services.

After we have finished our work for you, we recommend that you review your estate planning periodically, especially if there are important changes in your life (such as marriage, divorce, birth of new family members, death of a beneficiary, or significant changes in your financial net worth), or if there are changes in the law. After you have executed your estate planning documents, we will not have any responsibility to notify you of changes in the law or in your own circumstances that may affect your estate planning. On occasion we may send out general mailings or communications to our existing and past clients informing them of a change in the law for general informational purposes, but you understand and agree that we have no obligation to notify you of any such changes. You understand and agree that if we do send you such a communication, our attorney-client relationship with you will not resumed unless and until you and we enter into a separate and new client engagement agreement.

We believe that it is in your best interests to lay out these rules that govern the termination of our attorney-client relationship in a clear and straightforward manner so that you will not mistakenly assume that we are monitoring such things as changes in the law on your behalf. Even though our attorney-client relationship will end when you have executed the estate planning documents we will prepare for you, we are always happy to continue to be of future service to our past clients. If you would like to engage us to provide additional services for you after the execution of your estate planning documents, or to revise your estate planning documents in the future, please discuss this with us so that you and we can have a clear agreement on the services we are to provide for you and so that a new client engagement agreement can be prepared.

When we finish your work, the attorney-client relationship between us will end unless you and we have expressly agreed to a continuation for other matters. Either you or we can terminate the attorney-client relationship before our work is finished, subject to ethical restraints.

Your Agreement With Us

Your agreement to our representation constitutes your acceptance of these terms and conditions. If any of them is unacceptable to you, please tell us now so that we can resolve any differences and proceed with a clear understanding of our relationship.

We accept the terms of this agreement.

Date:_____ _____
Husband's Name

Date:_____ _____
Wife's Name

ACTEC Form of an Engagement Letter for the Representation of Both Spouses Jointly

Form engagement letters are available to the general public at:

www.actec.org

[Date]

[Name(s) and Address(es)]

Subject: [Subject Matter of the Engagement]

Dear [Clients]:

You have asked me to [scope of representation]. I have agreed to do this work and will bill for it on the following basis: [DESCRIBE ARRANGEMENTS PERTAINING TO FEES, BILLING, ETC.]. If I am asked to perform tasks not described in this letter, an additional engagement letter may be required for that work.

It is common for a husband and wife to employ the same lawyer to assist them in planning their estates. You have taken this approach by asking me to represent both of you in your planning. It is important that you understand that, because I will be representing both of you, you are considered my client, collectively. Ethical considerations prohibit me from agreeing with either of you to withhold information from the other. Accordingly, in agreeing to this form of representation, each of you is authorizing me to disclose to the other any matters related to the representation that one of you might discuss with me or that I might acquire from any other source. In this representation, I will not give legal advice to either of you or make any changes in any of your estate planning documents without your mutual knowledge and consent. Of course, anything either of you discusses with me is privileged from disclosure to third parties, except (a) with your consent, (b) for communication with other advisors, or (c) as otherwise required or permitted by law or the rules governing professional conduct.

If a conflict of interest arises between you during the course of your planning or if the [number] of you have a difference of opinion concerning the proposed plan for disposition of your property or on any other subject, I can point out the pros and cons of your respective positions or differing opinions. However, ethical considerations prohibit me, as the lawyer for both of you, from advocating one of your positions over the other. Furthermore, I would not be able to advocate one of your positions versus the other if there is a dispute at any time as to your respective property rights or interests or as to other legal issues between you. If actual conflicts of interest do arise between you, of such a nature that in my judgment it is impossible for me to perform my ethical obligations to both of you, it would become necessary for me to cease acting as your joint attorney.

Once documentation is executed to put into place the planning that you have hired me to implement, my engagement will be concluded and our attorney-client relationship will terminate. If you need my services in the future, please feel free to contact me and renew our relationship.

In the meantime, I will not take any further action with reference to your affairs unless and until I hear otherwise from you.

After considering the foregoing, if you consent to my representing both of you jointly, I request that you sign and return the enclosed copy of this letter. If you have any questions about anything discussed in this letter, please let me know. In addition, you should feel free to consult with another lawyer about the effect of signing this letter.

Sincerely,

[Lawyer]

CONSENT

Each of us has read the foregoing letter and understands its contents. We consent to having you represent both of us on the terms and conditions set forth. We each authorize you to disclose to the other and to our advisors any information regarding the representation that you receive from either of us or any other source.

Signed: _____, 20___ _____
(Client 1)

Signed: _____, 20___ _____
(Client 2)

Form of an Engagement Letter for the Joint Representation of Multiple Generations of the Same Family

[Date]

[Name(s) and Address(es) of First Generation]

[Name(s) and Address(es) of Second Generation]

Subject: [Subject Matter of the Engagement]

Dear [First Generation] and [Second Generation]:

Thank you for your confidence in selecting our firm to perform legal services in connection with the [subject matter of the engagement].

Scope of the Engagement

We will provide legal services in connection with [specific description of the subject matter and scope of the engagement].

Identification of the Client

You have asked us to represent all of you jointly in connection with [subject matter of the engagement]. Before agreeing to this joint representation, it is important that all of you understand and agree to the terms and conditions of such representation.

Previous Representation

[OPTIONAL: *to be used when the law firm has previously represented the First Generation*]

As all of you know, our firm has previously represented and continues to represent [First Generation Husband and Wife] in connection with their estate planning and other matters. We have also represented [Family Business, Family Corporation, Family Limited Partnership, and/or Family Private Foundation]. We have not represented [Second Generation Husband and Wife] previously.

In our previous representation of [First Generation Husband and Wife], we were obligated not to disclose any details of their finances, estate plan, or estate planning documents to other members of the family. There is no reason why we cannot continue to represent [First Generation Husband and Wife] and represent [Second Generation, Husband and Wife] at the same time, as long as everyone is aware of the potential problems regarding the preservation or sharing of confidential information and the resolution of conflicts of interest that arise when our firm undertakes to represent more than one unit of the family.

Separate or Joint Representation – Confidential Information and Potential Conflicts of Interest

Lawyers may represent clients separately or jointly. There is a difference in the obligation of the attorney as follows:

A. Separate Representation

As attorneys for an individual client, we are required to preserve any confidential client information unless we are authorized by our client or by law to disclose such information to someone else. For example, in representing our client, we would ordinarily be prohibited from making known to anyone else any information known to us relating to our client, even if we think the information might be important to the other person.

When we represent an individual client separately, we advocate for our client's personal interests and give our client totally independent advice. We have a duty to act solely in the best interests of our client, without being influenced by the conflicting personal interests of any other clients or anyone else. Such separate representation ensures the preservation of our client's confidences and the elimination of any conflicts of interest between our client and any other person as related to our representation of our client.

B. Joint Representation

If we undertake to represent two or more clients jointly, we are obligated to disclose to each client any information that is relevant and material to the subject matter of the engagement. As long as the joint representation continues, no client can disclose any information to us and expect that such information be withheld from the other clients if such information is relevant and material to the subject matter of the engagement.

In a joint representation, we represent all of the clients collectively and simultaneously. We are not permitted to become an advocate for any client's personal interests but serve to assist the clients in developing a coordinated plan for the accomplishment of their common and mutual objectives. We also encourage the resolution of any individual differences in the best interests of the clients collectively. Relevant and material information shared with us by any client, although confidential to all third parties, will not be kept from any of you. However, we would generally not disclose information made known to us outside the joint meeting that we do not think is relevant and material to the subject matter of the engagement. Although joint representation is intended to accomplish the joint clients' common and mutual objectives, and in a cost-efficient manner, it also could result in the disclosure of information that one client might prefer be confidential. It might produce dissension if the clients cannot agree on a particular issue.

Again, it is important that you understand the differences in these forms of representation, as we will be representing all of you jointly.

If a conflict of interest arises among you during our representation or there is a difference of opinion, we can point out the pros and cons of your respective positions or differing opinions. However, in joint representation, we are prohibited from advocating one of your positions over the others. Similarly, we would not be able to advocate one of your positions versus the others if there is a dispute at any time as to your respective rights

or interests or as to other legal issues among you. If actual conflicts of interest arise of such a nature that in our judgment it is impossible for us to fulfill our ethical obligations to you, it would become necessary for us to cease acting as your joint attorneys.

In separate letters to [First Generation Husband and Wife] and [Second Generation Husband and Wife], we have addressed how each separate family unit chooses to be represented internally.
You may have differing and conflicting interests and objectives. Because each of your interests could potentially be affected by the interests of the others, it is necessary for each of you to consent to the form of our representation of you jointly.

Termination of the Engagement

[*Prior representation of one of the family units.* ALTERNATIVE 1: If previous clients revoke the waiver of confidentiality, lawyer will withdraw from representing any of the clients.]

As each of you is aware, our firm has previously represented [First Generation] personally and in matters related to their business interests. We have already advised [First Generation] that if we are engaged to represent all of you jointly in this matter, we may be required to disclose to [Second Generation] relevant and material information regarding [First Generation] that we otherwise would be prohibited from disclosing. [First Generation] has consented to such disclosure.

At any time, [First Generation] may invoke the duty of confidentiality so as to prevent us from disclosing to [Second Generation] any information received from [First Generation].

[OPTION 1: *Lawyer will withdraw from representing any of the clients: "noisy withdrawal."*]
In such event, we would withdraw from representing any of you further in connection with this matter and would communicate to all of you the reason for our withdrawal.

[OPTION 2: *Lawyer will withdraw from representing any of the clients: "silent withdrawal."*]
In such event, we would withdraw from representing any of you further in connection with this matter without communicating the reason for our withdrawal.

[*Joint Representation and prior representation of one of the family units.* ALTERNATIVE 2: If previous clients revoke the waiver of confidentiality, lawyer will continue to represent previous clients but will withdraw from representing the other clients.]

As each of you is aware, our firm has previously represented [First Generation] personally and in matters related to their business interests. We have already advised [First Generation] that if we are engaged to represent all of you jointly in this matter, we may be required to disclose to [Second Generation] relevant and material information regarding [First Generation] that we otherwise would be prohibited from disclosing. [First Generation] has consented to such disclosure.

REPRESENTATION OF MULTIPLE GENERATIONS OF THE SAME FAMILY

At any time, [First Generation] may invoke a duty of confidentiality so as to prevent us from disclosing to [Second Generation] any information received from [First Generation]. In such event, we would continue to represent [First Generation] but would withdraw from representing [Second Generation] further in connection with this matter and would communicate to both of you the reason for such withdrawal.

[*Joint Representation and no prior representation of either of the family units.* ALTERNATIVE 1: Any client may revoke the waiver of confidentiality.]

If we begin with our firm representing all of you jointly, any one of you is free to engage separate counsel to represent you separately at any time. In addition, and whether or not you are represented by separate counsel, any one of you individually may invoke the duty of confidentiality as between you and others so as to prevent us from disclosing to the others any relevant and material information received from you that has not previously been disclosed to the other clients.

[OPTION 1: *Lawyer will continue to represent remaining clients.*]
In either event, you should understand that our representation of the remaining clients will continue unless terminated by them.

[OPTION 2: *Lawyer will withdraw from representing all of the clients: "noisy withdrawal."*]
In either event, we would withdraw from representing all of you further in connection with this matter and would communicate to all of you the reason for our withdrawal.

[OPTION 3: *Lawyer will withdraw from representing all of the clients: "silent withdrawal."*]
In either event, we would withdraw from representing all of you further in connection with this matter but without communicating to you the reason for our withdrawal.

[*Joint Representation and no prior representation of either of the family units.* ALTERNATIVE 2: No client may revoke the waiver of confidentiality.]

If we begin with our firm representing all of you jointly, none of you individually may invoke the duty of confidentiality as among you and the others so as to prevent us from disclosing to the others any relevant and material information received from you. However, any one of you is free to engage separate counsel to represent you separately at any time.

[OPTION 1: *Lawyer will continue to represent the other clients.*]
In such event, you should understand that our representation of the remaining clients will continue unless terminated by them.

[OPTION 2: *Lawyer will withdraw from representing any of the clients: "noisy withdrawal."*]
In such event, we would withdraw from representing all of you further in connection with this matter and would communicate to all of you the reason for our withdrawal.

[OPTION 3: *Lawyer will withdraw from representing all of the clients: "silent withdrawal."*]
In such event, we would withdraw from representing all of you further in connection with this matter, but without communicating to any of you the reason for our withdrawal.

After the [subject matter of the engagement] has been completed, our representation will be concluded, unless arrangements for a continuing representation are made. We will be happy to provide additional or continuing services, but unless such arrangements are made and agreed upon in writing, we will have no further responsibility to any of you in connection with any future or ongoing legal issues affecting the [subject matter of the engagement], including any duty to notify any of you of changes in the laws or the necessity to make any periodic or renewal filings or registrations.

Fees and Billing

[ALTERNATIVE 1: *Flat Fee*]
Our fee in connection with the [subject matter of the engagement] will be a flat fee of $____. This fee includes the normal office and telephone conferences, research, analysis, and advice associated with the [subject matter of the engagement]. Significant changes in the scope of the services required or significant revisions to any documents that we have prepared will be charged separately, but any additional charges will be explained to you before any revisions are begun. One-half of this fee is payable once this engagement letter is signed and you authorize us to proceed and is not refundable, even if you later decide not to complete the [objective of the engagement]. The balance of the fee will be payable at the time when the [subject matter of the engagement] is complete.

[ALTERNATIVE 2: *Time-Based Billing*]
Our fee in connection with the [subject matter of the engagement] will be the product of the time spent by our lawyers and other professionals multiplied times their respective hourly rates. The time for which we are to be paid includes not only normal office conferences, research, analysis, and advice associated with the [subject matter of the engagement], but also the time involved in telephone calls, faxes, e-mail, and other forms of communication. We will bill you for our services on a monthly basis.

We adjust our hourly rates periodically. We consider the ability, experience, and reputation of our lawyers and paralegals when we set hourly rates. Changes are usually made each January 1, but sometimes they are made at other times. Any increase in rates will apply to all time beginning with the month when the rates are changed. Work done before that month will be billed at the hourly rate that was previously in effect. Different lawyers and paralegals in our firm may be involved in your work if that will result in lower fees, provide a specialized legal talent, or help us do your work more efficiently. We will try to assign lawyers and paralegals having the lowest hourly rates consistent with the skills, time demands, and other factors required for your work. We might not assign a lawyer or paralegal with the lowest hourly rate if, in our judgment, it may be in your best interests to assign a lawyer or paralegal with a higher hourly rate because of that lawyer's or paralegal's skill and experience or because of the time constraints of the work. We record and bill our time in one-tenth hour (six-minute) units. If a lawyer's or paralegal's total time on your work is less than three-tenths of an hour for the entire day, three-tenths of an hour will be billed for that day. If the lawyer's or paralegal's total time on your work is more than three-tenths of an hour for that day (whether done at one time or not), only the time actually spent will be billed.

REPRESENTATION OF MULTIPLE GENERATIONS OF THE SAME FAMILY

In addition to our legal fees, as described above, we will be entitled to be reimbursed by you for out-of-pocket expenses that we pay on your behalf and for our internal costs. Out-of-pocket expenses include items such as filing fees charged by government agencies and travel expenses. Our internal costs include things like photocopying, long-distance telephone calls, fax transmissions, document scanning and electronic transmission, storage, and retrieval, courier services, computer research charges, and complex document production. Rather than tracking precise costs for every single internal charge (which would ultimately result in higher hourly rates for our clients), we charge fixed costs for these types of expenses. Our charges for these internal costs may exceed the actual direct costs that we pay to outsiders (such as the telephone company or photocopying contractors).

Sometimes it is necessary to hire other persons to provide services for you, such as accounting or appraisal firms. Their work may have more confidentiality if we (rather than you) request their services, and so we may hire them. However, you will be responsible for paying their fees and expenses, whether paid directly to them or to us in reimbursement.

Our bills are due when rendered. If a bill is not paid within 30 days after it is mailed to you, interest will accrue on the unpaid balance of that bill beginning on the thirty-first (31st) day and accruing thereafter at the rate of one percent (1%) per month. Interest charges will apply to specific monthly bills. Payments made on past-due accounts will be applied first to the oldest outstanding bill. If our bills are not paid reasonably soon after they are rendered, we reserve the right to stop work until your account is brought current and appropriate measures are taken to ensure prompt payment in the future. If we have to bring collection efforts for payment, you agree that you will pay the costs of collection procedures, including reasonable attorneys fees incurred by us (whether paid to our firm or another firm retained by us).

We may require a retainer or advance fee deposit for your work. Unless you and we agree otherwise, the retainer or advance fee deposit will be applied to our final statement, and any unused portion will be returned to you. We may also request an advance cost deposit (in addition to the retainer or advance fee deposit) when we expect that we will incur substantial costs on your behalf.

Each of you agrees that you will all be jointly and severally responsible for the payment of all amounts owed to us and that we can seek payment in full from any one of you at our election. Any agreement between any of you to limit your responsibility for payment of amounts owed to us will not be binding upon us unless we agree in writing to those limits. Your joint and several responsibility for the payment of our fees and expenses includes the situation in which our representation is terminated for any reason prior to the completion of the [subject matter of the engagement].

Effect of Disability

If any one of you becomes unable to make adequately-considered decisions regarding the [subject matter of the engagement] because of mental disability or other reasons, the ethics rules which govern the practice of law in this jurisdiction state that we may attempt to continue a normal attorney-client relationship with you as much as is possible. Those rules also authorize us to seek the appointment of a guardian or to take other actions to protect your interests if we consider that to be necessary. You should be aware that, by means of a

durable power of attorney, you can designate one or more other persons to make decisions for you about the [subject matter of the engagement] and to sign documents on your behalf. If you authorize someone to act for you, and if their authority is broad enough to allow them to instruct us with regard to your interest in the [subject matter of the engagement], we can continue to do work on your behalf by dealing with them, and we can rely on instructions from them. We can communicate with them and disclose information they need to make informed decisions on your behalf, including information that is protected by the attorney-client privilege or the attorney work-product privilege.

Retention, Delivery, Retrieval, and Destruction of the Files

You should understand that the file that will be created by our firm in connection with your estate planning will belong to all of you jointly. During the course of this engagement, each of you will be furnished copies of all documents and of all significant correspondence. When the [subject matter of the engagement] is completed, we will deliver the originals of all documents to you jointly. We will retain physical and/or electronic copies of all of the documents, all correspondence, and, to the extent we deem appropriate, all notes made in connection with this engagement in our file. All of you acting together may direct us to turn over our file to any one of you or to anyone else that all of you designate, at any time. In such case, we will retain in our possession all internal communications and notes prepared by our firm and, at your expense, make, retain, and store physical and/or electronic copies of all other matters in our file to be delivered to you or at your request.

It is the policy of our firm that client files that are no longer needed by our lawyers and other professionals on a recurring basis are closed and placed in storage in a location away from our offices. The off-site storage of closed files helps us to reduce our operating expenses, and consequently our fees. Because you will have been furnished with the originals and/or copies of all relevant materials contained in our files during the course of the active phase of our representation, in the event that we are asked by you to recover materials contained in a file that has been closed and placed in off-site storage, you agree that we shall be entitled to be paid by the requesting party a reasonable charge for the cost of the recovery of the file and the identification, reproduction, and delivery of the requested materials.

Unless our firm is engaged to provide on-going representation in connection with [subject matter of the engagement], it is our firm's policy to destroy all copies of correspondence, notes, and documents retained in our file created in connection with the representation ten (10) years after the completion of the engagement. Before destroying the file, we will attempt to contact you to make arrangements for delivery of any original documents and the other contents of the file to you. This letter will serve as notice to you that if we are unable to contact you at the most recent address contained in our file, we will destroy the file without further notice. It will be your responsibility to notify us of any change in your address or contact information, as the same may change from time to time.

Consent to the Terms of the Engagement

Before we begin, each of you must consider all of the factors discussed in this letter and consent to the form of the representation. After each of you has considered this decision carefully, we ask that each of you please

sign the statement that follows this letter to indicate your consent to the conditions of the representation. If, after considering this matter, any one of you prefers a different form of representation, please let us know.

Because any change in legal representation after we begin will result in an increase in the time and expense needed to complete your estate planning, for which each of you would be financially responsible, we urge each of you to give careful consideration to the structure of the representation before we begin.

We are enclosing an extra copy of this letter to be signed and returned to us consenting to the conditions of the representation as described in this letter. The return of a copy of this letter signed by each of you will serve as authorization for us to proceed with [subject matter of the engagement]. Also enclosed is a return-address envelope for your convenience in returning the signed copy of this letter.

If any one of you has any questions about anything discussed in this letter, please call us. Each of you should also feel free to contact an attorney in another firm to discuss the effect of agreeing to the terms of the joint representation as outlined in this letter.

We appreciate the opportunity to work with you in connection with your estate planning, and we look forward to hearing from you soon.

Sincerely,

[Lawyer]

Consent to the Representation and the Terms of the Engagement

We have each reviewed the foregoing letter concerning the various aspects of separate and joint representation, and we choose to have [Lawyer] represent all of us jointly in connection with [subject matter of the engagement] on the terms described above.

Signed: _____, 20___ _____
(Husband, First Generation)

Signed: _____, 20___ _____
(Wife, First Generation)

Signed: _____, 20___ _____
(Husband, Second Generation)

Signed: _____, 20___ _____
(Wife, Second Generation)

ENGAGEMENT LETTER FOR SEPARATE REPRESENTATION OF MULTIPLE GENERATIONS OF THE SAME FAMILY

DATE

[Father & Mother]
[_____]
[_____]

[Second Generation]
[_____]
[_____]

Re: Estate Planning

Dear [First Generation] and [Second Generation]:

As we discussed, I am currently representing [First Generation] in their estate planning. However, I have also been requested to represent [Second Generation] in their estate planning. If each member of the family consents to my representation of the other members of the family, I would be pleased to undertake the representation of [Second Generation]. In separate letters to [First Generation Husband and Wife] and [Second Generation Husband and Wife], I have addressed how each separate family unit chooses to be represented internally. The remainder of this letter will set forth the considerations involved in my representation of multiple members of your family from different generations.

In my representation of [First Generation], I have made certain not to disclose any details of their finances, estate plan, or estate planning documents to other members of the family. There is no reason why I cannot continue to represent [First Generation] and represent [Second Generation] at the same time, as long as everyone is aware of the potential problems regarding the preservation or sharing of confidential information and the resolution of conflicts of interest that may arise when I undertake to represent more than one unit of the family.

Duty of Confidentiality and Loyalty; Conflicts of Interest

As your attorney, I owe each of you a duty to preserve any confidential information you share with me unless you authorize me to disclose such information. Similarly, I owe each of you a duty to act solely in your best interests, without being influenced by the conflicting interests of other clients. If I represent two units of the same family, a potential conflict of interest may arise and effect my duties to the separate family units. For example, in advising each of you regarding your estate planning, I would ordinarily be obliged to make known to you any information that I believe might be important to you in making your estate planning decisions. This information, however, could include my knowledge of decisions affecting you made by other members of the family. Because I am under a duty to preserve the confidential information made known to me by the other family members, I cannot disclose this information to you unless the other family members consent. Also, I could not advise you that actions planned by other family members might be adverse to your own personal interests unless the other family members consent.

Each of you may have differing and conflicting interests and estate planning objectives. You may

have different views on how property should be distributed among various family members and other beneficiaries. In some situations it may be advisable to hold property in trust to take advantage of available tax benefits, which may result in a reduction of control or benefit for some of you. These are just a few general examples. Each situation is unique.

Because I represent [First Generation] and other entities in which they have an interest, and because the interests of [Second Generation] could potentially be affected by the estate planning decisions of [First Generation], it will be necessary for both [First Generation] and [Second Generation] to consent to my representation of [Second Generation]. This representation could take one of several forms.

Forms of Representation

With "joint representation," one lawyer represents both family units as a single client. In such representations, the lawyer cannot be an advocate for any one family unit, but would serve only to assist the entire family in developing a coordinated estate plan and would encourage the resolution of differences in an equitable manner and in the best interests of the family as a whole. The lawyer normally would meet with all interested family members at the same time, and relevant and material information shared by one family unit with the lawyer, although confidential as to all those outside the family, could not be kept from the other family unit. However, the lawyer would generally not disclose to the other family unit information made known to the lawyer outside the joint meeting that the lawyer does not believe is relevant and material to the development of the coordinated estate plan.

Although the product of joint representation would be a coordinated estate plan, it could also result in the disclosure of information that one family unit might prefer to remain confidential. It could also produce dissension if the family does not agree on a coordinated plan.

With "concurrent separate representation," one lawyer represents both family units, but the representation would be structured so that each family unit would have the same relationship with the lawyer as if each family unit were represented by separate counsel. In such a representation, each family unit would receive totally independent advice. The lawyer would meet separately with each family unit and would not discuss with one family unit what the other family unit has disclosed unless the disclosure were authorized in advance. Unless authorized to do so, the lawyer would not use any information obtained from one family unit in advising the other family unit in the development of its estate plan, even if the result is that the two plans are incompatible or the plan of one family unit is detrimental to the interests of the other family unit.

Choice of Separate Counsel

If I begin representation of all of you jointly or concurrently and separately, any one of you may change your mind and have separate counsel at any time. If [Second Generation] chooses to seek separate counsel, I intend to continue representing [First Generation]. If [First Generation] choose to seek separate counsel, I will withdraw from representing [Second Generation] unless [First Generation] consent to my representation of [Second Generation].

Termination of Representation

If I begin representation of all of you jointly or concurrently and separately, and a conflict arises during the course of representation that leads me to believe that my representation of either one of you would be adversely affected by my continued representation of the other of you, then I intend to continue representing [First Generation] and withdraw from representing [Second Generation].

Before I begin, each of you must consider all of the factors discussed in this letter and consent to the form of representation. I can represent both [First Generation] and [Second Generation] jointly or concurrently and separately. Alternatively, I can continue representing only [First Generation] and [Second Generation] can seek other counsel. It is important that you understand the differences in these forms of representation.

As we have discussed, it is my understanding that you would like me to represent [First Generation] and [Second Generation] concurrently and separately. Accordingly, I ask that you sign the statement which follows this letter to indicate your consent to my concurrent separate representation.

I am enclosing a return-address envelope for your convenience in returning a signed copy of this letter consenting to my concurrent separate representation. I have enclosed an extra copy of this letter for your records.

If you have any questions or concerns, please let me know. In addition, you may consult with another lawyer about the effect of signing this letter if you would like. I look forward to hearing from you.

Sincerely yours,

[Attorney]

Consent to "Concurrent Separate" Representation

The undersigned, [First Generation] and [Second Generation], have reviewed the foregoing letter concerning the various aspects of "joint" and "concurrent separate" representation, and elect to have [Attorney] represent the undersigned concurrently and separately as described above in connection with their estate planning.

Dated: _____

_____
[First Generation]

_____
[First Generation]

Dated: _____

_____
[Second Generation]

_____
[Second Generation]