

WILLIAM McBRAYER WOOD  
ATTORNEY-CLIENT AGREEMENT  
ESTATE ADMINISTRATION

The undersigned, as (proposed) personal representative, (jointly and severally,) hereby employ(s) William McBrayer Wood (the "Firm") as our/my attorneys for the purposes of handling the Estate of \_\_\_\_\_ ("Decedent").

**COMPUTATION OF FEES:** It is agreed that the attorney's fees to be paid in this matter will be computed based on the time expended by the Firm in performing services rendered and billed at prevailing hourly rates established by the Firm from time to time. The hourly rates for the attorneys assigned to this matter currently are \$290.00-\$350.00. The hourly rate for the legal assistant assigned to this matter is currently \$50.00

**SERVICES TO BE PROVIDED:**

1. Estate Administration: the Firm will provide all legal services necessary to advise and assist the personal representative in causing all necessary and proper actions to be taken for the purpose of fixing and paying any and all federal and state estate taxes; collecting all assets of the estate; paying all debts of the Decedent; distributing the assets that may then remain among those entitled to them; advising the personal representative in the preparation of a complete account for the funds handled by the personal representative and settlement of the estate of the Decedent as required by law and by rules of court; billing for fees and costs and seeking court orders on payment of statement for fees and costs, if necessary. If probate is required in any other state or country this will be performed by an attorney in such other state or country. The Firm shall not provide any services concerning such ancillary probate proceedings except as specifically agreed by the Firm and permitted by local law.
  
2. Estate Tax Return, Form 706 (Check one):
  - A. The Firm will prepare the estate tax return.
  
  - B. The Firm will review the estate tax return. The estate tax return will be prepared by \_\_\_\_\_, a certified public accountant, who will charge separately for such services.
  
  - C. At present it appears that no estate tax return will be due. If it is later determined that such a return is necessary, the personal representative will promptly decide who will prepare the return.
  
3. Income Tax Returns, Forms 1041: These returns will be prepared by a certified public accountant.
  
4. Extraordinary Services: Services outside the usual scope of estate administration (Extraordinary Services") will not be undertaken or provided without your prior approval. Extraordinary Services are described in further detail on subsequent pages of this agreement.

**RETAINER:** It is the Firm's practice to receive a deposit for fees and costs in each case before undertaking representation. Upon the signing of this Agreement \$1,000.00 will be paid as a deposit for fees

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Attorney-Client Agreement

Initials: \_\_\_\_\_

and \$ \_\_\_\_\_0\_\_\_\_\_ will be paid as deposit for costs.

MISCELLANEOUS PROVISIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All provisions on the reverse side of this agreement are expressly incorporated herein.

\_\_\_\_\_  
William McBrayer Wood

\_\_\_\_\_  
(Proposed) Personal Representative

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Proposed) Personal Representative

**ADOPTION OF FIRM POLICIES AS PART OF  
ATTORNEY-CLIENT AGREEMENT**

The following are the Firm's policies with regard to legal fees, costs and services which are explicitly incorporated in and made a part of this Agreement.

**RESPONSIBLE ATTORNEY:** One attorney will be primarily responsible for this matter, but we reserve the right to assign this case, or a portion, to the attorney best suited to handle it. Where appropriate, a law clerk or paralegal may work under the attorney's supervision. Because all work must be done under professional supervision, you may not make requests or assign duties directly to our law clerks and paralegal staff.

**TIME CHARGES:** When computing attorney's fees, the Firm will charge for all time expended in opening the new file, conducting needed investigation and research, reviewing and drafting correspondence and documents, conferring personally or via telephone, travel, waiting in court, and all other time or any nature required to handle the matter. Time is kept in increments of one-tenth of an hour. A complete and itemized statement of the time expended will be furnished to you by the Firm.

**EXTRAORDINARY SERVICES:** Extraordinary Services include, for example, representative of the estate in the following matters:

- ▶ Sale or lease of estate property.
- ▶ Coordinating ancillary probate proceedings, or searching for, dealing with, or obtaining assets in other states or countries.
- ▶ Transferring, collecting, recovering, or dealing with assets not subject to probate.
- ▶ Will contest, will construction, litigation to recover assets for the estate, challenge to or attempted removal of the personal representative, contested or

adversary proceedings in probate, creditors' suite or disputes, beneficiary objections requiring court appearance, objections to the accounting or the personal representatives's fees or other litigation.

- ▶ Defense of the estate tax return in IRS audit proceedings.
- ▶ The attorney's performance of services usually performed by the personal representative.
- ▶ Complicated, extensive or unusual procedures required in rendering services agreed to be performed.
- ▶ Appearance before zoning boards or other administrative bodies or boards.

**COSTS:** All costs are in addition to legal fees. Examples of these costs are duplicating and printing expenses, telephone charges, automobile mileage, messenger services, court filing fees, witness fees, staff overtime, and all similar out-of-pocket expenses. Major expenses such as deposition costs and expert witness fees may be required, but will not be expended without your prior approval.

**STATEMENTS:**

- A. Statements for fees and costs will be provided to you monthly, or less frequently during periods of minimal estate activity.
- B. Payment of each statement is due upon receipt and shall be considered overdue on the thirty-first day after date of such statement. For example, if the statement is dated January 15, 1995, payment is overdue on February 15, 1995. If payment is not received by the Firm before the date it is over due, interest shall accrue on such unpaid balance and shall be paid by you to the Firm at the rate of one percent per month (or twelve percent per annum) until such payment is received. In the unlikely event that our statement or statements are not paid and it is necessary for us to commence litigation to collect such unpaid balance, you agree to pay us our attorney's fees and costs incurred in such successful collection action, including those incurred on appeal.

**TERMINATION:** This Agreement may be terminated in writing, with or without cause, by your upon payment in full of any outstanding balance due the Firm, and by us upon five (5) days written notice. It is expressly agreed that failure to pay any statement as set forth above shall be deemed, at our option, as discharge of the Firm and any appearance in any court may be withdrawn.

**FILES:** All papers, records, documents, exhibits, or other items you deliver to us shall be returned, at your request at the conclusion of the case and following the full payment of the fee agreed to be paid. All papers produced by us and all research and other work done by us shall remain the property of the Firm. If you do not request return of such delivered papers, records, documents, exhibits, or other items, you designate us as your agent to dispose of such items after three years following the entry of the order of discharge, without notice to you. You also agree that we may without notice to you, dispose of our office file together with its contents at the same time. Original pleadings and papers filed with the court are retained in original or on electronic or photographic recording by the court clerk. subsequent to the closing of the estate, if you request any part of or information in our office file and the file has been transferred to outside storage, we may charge a reasonable fee for retrieving that file, if it has not previously been disposed of.