

Fully Executed

Surratt Law Practice, PC

Surratt Law Practice, PC
3705 Lakeside Drive
Reno, NV 89509
+1 (775) 636-8200

FLAT FEE AGREEMENT

This Agreement controls the attorney-client relationship between Surratt Law Practice, PC ("SLP") and the client(s) listed in the signature block below. This Agreement becomes effective upon SLP's receipt of a signed copy of this document from the client(s) and the full flat fee.

SERVICES TO BE PROVIDED: You have asked us to perform the services listed in the attached Exhibit(s). All other services require a separate written agreement. This Agreement does not cover representation on appeal, or in execution, enforcement or collection efforts after judgment or contract. SLP represents only the person(s) or entity identified as clients below. Our representation of you does not extend to any of your affiliates, such as a new spouse, new partner, siblings, parents, children, or other family members, unless specifically stated otherwise.

FLAT FEE: SLP requests payment upon the signing of this Agreement of the entire flat fee as designated in the attached Exhibit(s). Your flat fee will cover all attorney's fees in your matter. **You acknowledge that once you pay the flat fee to SLP and work has begun on your matter that the fee is non-refundable despite the amount of work conducted upon completion of your matter.** The flat fee covers the legal fees for the services listed in the attached Exhibit(s). You agree that this fee is reasonable based on the Attorney's ability, training, education, experience, professional standing and skill, and the difficulty, intricacy, importance and time and skill required to perform the work to be done. Should the type or amount of services change from those initially anticipated in this engagement letter, SLP reserves the right to request an additional fee for the additional services.

COSTS, CHARGES AND DISBURSEMENTS: In addition to your flat fee for attorney services, you agree to reimburse SLP for all costs, charges and disbursements incurred in connection with legal services performed under this agreement, unless otherwise listed in your Exhibit(s). From time to time, we may request that you make an advance payment or payment directly to a vendor for unusual cost items. SLP shall have the authority to make advances on costs on your behalf in such amounts as SLP shall determine best in representing you in these proceedings. You shall keep current on reimbursing SLP for all advances.

PAYMENT BY CHECK OR CREDIT CARD: For any check or other instrument you use to pay SLP for your fees or costs that the bank returns unpaid, SLP will impose, and you agree to pay a ONE-HUNDRED-DOLLAR (\$100.00) service charge.

NO MEDICAID OR TAX ADVICE GIVEN: SLP has not provided, and will not provide, any advice which relates in any manner to legal issues pertaining to the taxation of assets/benefits received by, paid by, or bequested by you. SLP does not provide Medicaid advice. We may give you general tax advice regarding your matter; however, we urge you to consult with a Certified Public Accountant for more comprehensive and complete advice. You agree that you will interpret any tax information provided by SLP as our advice to seek further advice from a tax attorney and/or a Certified Public Accountant.

RESPONSIBILITY OF CLIENT: It is your responsibility to cooperate fully with us by, among other things, being completely honest and forthcoming about the facts and circumstances relevant to your matter to allow us to represent you properly, timely providing us with all requested information, making yourself available for consultation and interviews upon request, and paying our invoices. Non-payment is sufficient reason for us to withdraw as your counsel, and if you misrepresent or fail to disclose material facts to us or fail to follow our advice or if any other reason allowed by law occurs, we will withdraw.

WITHDRAWAL: If you fail to meet your responsibilities under this Agreement, SLP has the right to the fullest extent authorized by applicable law and rules of professional ethics, in its sole discretion and **without any further authorization by you**, to decline to represent you further. Should SLP decline to represent you further, you agree to cooperate fully and promptly in freeing us of any obligation to perform further. You will execute such necessary documents as will permit SLP to withdraw. We emphasize that SLP will withdraw without hesitation if you do not pay us.

TERMINATION OF OUR SERVICES: You have the right at any time to terminate our services upon written notice to us. Termination shall not relieve you of the obligation to pay for all services rendered and disbursements made or incurred on your behalf prior to the termination. If you have an outstanding balance and you elect to terminate our services or request the return or transfer of your files, our ethical rules permit us to retain your files until you pay your account in full, and we reserve the right to take such action to the maximum extent allowable under those rules. If we institute a collection against you for fees and costs, you agree to pay, in addition to any judgment, such fees and costs, plus interest thereon, and all costs and expenses incurred by us that have been necessitated by such action, including reasonable attorney's fees for the suit. In the event of any dispute, complaint or lawsuit resulting from a disagreement between us regarding any provision of this Agreement or for interpretation thereof, or in any way arising out of our relationship as attorney and client, if we are the prevailing party, we shall be entitled to collect from you all fees and costs incurred by us, including reasonable attorneys' fees. The provisions of this Agreement, in our discretion, may be disclosed to the court, and SLP has the right to advise the court of any amounts it has received from you.

CONFIDENTIALITY: Anything you tell your attorney or an employee of SLP will be held strictly confidential and will be disclosed only with your permission or as required by law. Only the communications that are exclusively between you, your attorneys and our staff are confidential. Communications in the presence of a third party are not confidential. However, you understand we must communicate with third parties to facilitate of your legal matter. Thus, you individually and specifically authorize SLP to communicate with any agency or organization you list.

CONFLICTS: If someone asks us to represent someone whose interests may be averse to yours, our representation of you requires us to not represent parties or take a position adverse to you and not misuse any confidential information you furnish. Because of the broad base of clients SLP represents on a variety of legal matters, it is possible that you may find yourself in a position adverse to another SLP client in another legal matter. If this happens SLP may be disqualified from representing either you or the other SLP client that you found yourself in an adverse position to. This means that SLP will no longer be able to represent you or the other client. Likewise, we shall be disqualified with respect to any matter where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage.

If we are representing more than one party with this Agreement, know that it is customary for both members of a couple/family to employ the same law firm to assist them in specific legal needs. Nevertheless, the Rules of Professional Conduct limit our ability to represent multiple clients with respect to the same transaction. We cannot represent multiple clients who have conflicting interests without their informed written consent. Even if there is no apparent conflict, multiple clients must be advised of any actual or foreseeable adverse effects that might arise from such multiple representations. In our position as a lawyer for both of you, we cannot take sides; we must be impartial. Each of you is entitled to my unbiased services and to all knowledge that we have about your legal arrangements. In short, we cannot represent one of you to the detriment of the other. We believe that the following adverse effects arising from our representation of both of you are foreseeable:

1. If we represent both of you, each of you will be our client with respect to the same transaction. In that case, matters that one client might discuss with the lawyer are not protected by the attorney/client privilege from disclosure to the other client. The Rules prohibit us from agreeing with either of you to withhold information from the other. Of course, anything either of you discusses with us is privileged from disclosure to third parties.
2. If the two of you have a difference of opinion concerning your proposed representation, we can point out the pros and cons of such differing opinions. The Rules prohibit us, as the lawyers for both of you, from advocating one of your positions over the other.
3. Although we doubt that it will happen, if conflicts do arise between the two of you of such a nature that it is impossible in our judgment to perform our obligations to each of you in accordance with this Agreement, it would become

necessary for us to withdraw as your joint attorney and to advise one or both of you to obtain independent counsel.

FILE RETENTION: We will retain your file for seven (7) years after your matter has concluded. If you do not request delivery of the file before the end of the 7 years, we have no further obligation to retain the file and we will destroy the file without further notice to you. Three originals and copies of all documents are provided to you during representation. You should maintain possession of all originals and copies for a longer period than the firm. Requests for additional copies from a closed file prior to destruction will involve copying and research fees to retrieve the file that you are responsible for.

DISCLAIMER OF GUARANTEE: Nothing in this Agreement or in SLP's statements to you will be construed as a promise or guarantee about the outcome of the matter. SLP makes no such promises or guarantees. SLP's comments or expectations about the outcome of the matter are expressions of opinion only.

ENTIRE AGREEMENT: The Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. If any provision of this Agreement is held in whole or in part to be unenforceable or is severed for any reason, the remainder of that provision and of the entire Agreement will remain in effect.

MODIFICATION BY SUBSEQUENT AGREEMENT: The Agreement may be modified by subsequent agreement of the parties only in writing signed by all parties.

EFFECTIVE DATE: The Agreement will govern all legal services performed by SLP on your behalf commencing with the date SLP first performs services. The date of this Agreement is for reference only. Even if this Agreement does not take effect, you will be obligated to pay SLP the reasonable value of any service SLP may have performed for you.

CONCLUSION: If you find the foregoing to be in order, please indicate your agreement by signing this document and returning it to SLP. Please keep a copy for your records. This Agreement shall become effective when we receive a signed copy and the minimum fee referred to above. Until we receive this signed document and the flat fee, we do not represent you. This Agreement is a **FORMAL LEGAL CONTRACT** for attorneys' services. It protects both you and your attorney, is intended to prevent misunderstandings, and it may vary the law otherwise applicable to attorney's liens and resolution of fee disputes. Before signing it, **PLEASE READ IT CAREFULLY** and be sure that you **UNDERSTAND IT COMPLETELY**. If you do not understand any part of this agreement, **PLEASE ASK**. Do not hesitate to have the document reviewed by another attorney of your choice before signing it. We encourage you to do so and it is your absolute right to discuss this agreement with independent counsel before entering into this agreement. If you do not understand this Agreement or if it does not contain all the agreements discussed, please call it to our attention. Your signature is an **ACKNOWLEDGMENT** that you have **READ** this agreement and you have been **AFFORDED ADEQUATE TIME** to **REVIEW** it and **DISCUSS** it with SLP, that you **APPROVE AND ACCEPT THE TERMS OF THE AGREEMENT ENTIRELY**, and that you do so **FREELY AND VOLUNTARILY**, without **ANY COMPULSION** to sign it. If more than one client signs below, each agrees to be liable, jointly, and severally, for all obligations under this agreement and each waves confidentiality for each Agency/Individual listed below by the Clients.

02/11/2022

/s/ **Melissa L. Exline, Esq.**

Attorney: Melissa L. Exline, Esq.


Cathryn Lay

Date:

2/11/22


Merle Robinson, Date: 2-11-22

EXHIBIT
FOR SURRETT LAW PRACTICE FLAT FEE AGREEMENT
Joint Trust Estate Plan

You have asked us to assist you with preparing your estate plan and accompanying powers of attorney, which will include Surratt Law Practice's **PREPARATION AND EXECUTION OF THE FOLLOWING DOCUMENTS (if needed) for a flat fee of \$2,500.00:**

- Joint Revocable Living Trust
- Authorization to Release Information
- Two Assignments of Personal Property and Vehicles
- One Assignment of an LLC/Corporation
- Two Declarations to Physicians
- Two Financial Durable Powers of Attorney
- Two Health Care Durable Powers of Attorney
- Two HIPAA Forms
- Two Nevada Secretary of State Living Will Lockbox Registrations
- Two Last Wills and Testaments
- Letter to Successor Trustee
- Certificate of Trust
- Affidavit of Trust
- Trust Summary
- Trust Funding Instructions
- One Deed for a Nevada Real Property and Recording
- One Homestead and Recording
- PDF Scans and USB Drive
- Document Covers

FLAT FEE: SLP requests payment upon the signing of this Agreement of the entire flat fee. Your flat fee will cover all attorney's fees in your matter. This quoted fee is valid if you complete your estate plan questionnaire within 6 months from the date this Agreement was issued by SLP. Services performed after this period shall be billed by SLP at the attorney's hourly rate, or SLP may opt to update the fee quoted to you. Upon execution of the documents, all work pursuant to the Flat Fee Agreement is complete. Additional documents or changes will require a separate Fee Agreement and Exhibit outlining the scope of services SLP will provide.


Cathryn Lai, Date: 2/11/22


Merle Robinson, Date: 2/11/22

both 65

- moved from Montana
- 25 acres sold there
17 years there

Now @ 55+ comm. have RV-travel.

Heidi

legally married - 2014

2 neices	1 nee 1 neph
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Sue. Trustee 1 from each side
- oldest each.
- acting as Co-Trustee

Fin. POA } could be different
Health POA } email clients re:
each person's choice

Trust Grantors

Will
four over

LI
Retire

Benef Form

Plan



Benef's

Te's

Plan

SUCT

- POA
• health
• Fin

Benef

Joint

1. A + B
- 2.
- 3.



Venue - main house.

Client Name Cathryn M. Lai
Form Estate Planning Worksheet
Matter Estate Planning (Cathryn Lai and Merle Robinson)
Sent December 29, 2021 at 2:41 PM
Due December 29, 2021 at 5:00 PM
Submitted January 3, 2022 at 3:25 PM

Cathryn M. Lai

Home Email cathi@cathrynlai.com

Mobile Phone 2063905958

Company

Home Address 1490 Veneto Drive
Sparks, NV 89434
US

PART I - Personal Information

Also Known As:

Prefer to Be Called:

Cathi

Date of Birth:

03/01/1956

Social Security #:

152520747

If Married:

Yes

Date:

11/20/2014

Place:

Kalispell, MT

Premarital or Marital Agreement?

no

If Divorced:

No

If Widowed:

No

SPOUSE INFORMATION

(if applicable)

Child or Other Family Member #1:

Yes

Name:

Contessa Lai

Birth Date:

9/28/1994

Parent or Relationship:

Niece

Child or Other Family Member #2:

Yes

Name:

Michael John Lai

Birth Date:

11/29/1996

Parent or Relationship:

Nephew

Child or Other Family Member #3:

Yes

Name:

Lisa Golda Mandelker

Birth Date:

3/8/1979

Parent or Relationship:

Niece

Reduce administration costs at time of your death.

High Concern

Avoiding a conservatorship ("living probate") in case of a disability.

High Concern

Avoiding will contests or other disputes upon death.

Low Concern

Protecting assets from lawsuits or creditors.

No Concern or Not Applicable

Preserving the privacy of affairs in case of disability or at time of death from business competitors, predators, dishonest persons and curiosity seekers.

No Concern or Not Applicable

Plan for a child with disabilities or special needs, such as medical or learning disabilities.

No Concern or Not Applicable

Protecting children's inheritance from the possibility of failed marriages.

No Concern or Not Applicable

Protect children's inheritance in the event of a surviving spouse's remarriage.

Low Concern

Provide that your death shall not be unnecessarily prolonged by artificial means or measures.

High Concern

Other Concerns:

Protection if both die at same time

IMPORTANT FAMILY QUESTIONS

(Please check "Yes" or "No" for your answer)

Are you (or your spouse) receiving Social Security, disability, or other governmental benefits?

Yes

Describe:

Social Security

Are you (or your spouse) making payments pursuant to a divorce or property settlement order?

No

Owner of Property	Use
If married, Client's name alone, with no other person	C
If married, Spouse's name alone, with no other person	S
If married, Joint Tenancy with spouse	JTS
Joint Tenancy with someone other than a spouse, i.e. a child, parent, etc.	JTO
If you cannot determine how the property is owned	?

Real Property

TYPE: Any interest in real estate including your family residence, vacation home, timeshare, vacant land, etc.

Real Property #1:

Yes

General Description and/or Address:

1490 Veneto Drive

Owner:

Cathryn Lai & Merle Robinson - JTS

Approx. Market Value:

\$550,000

Approx. Loan Balance:

0

Total:

4550,000

Vehicle #2:

Yes

Description:

2017 LTV U24TB Mercedes Sprinter RV

How titled:

Cathryn Lai or Merle Robinson

Market value:

\$100,000

Vehicle #3:

Vehicle #4:

Bank Accounts

TYPE: Checking Account "CA", Savings Account "SA", Certificates of Deposit "CD", Money Market "MM" (indicate type below). *Do not include IRAs or 401(k)s here*

Bank Account #1:

Yes

Name of Institution and Account Number:

Glacier Bank - 4 checking accounts
MLR-129668795
CMLR-129663663
706Waverly-129674819

Type:

Checking

Owner:

Cathryn, Merle, Cathryn & Merle, Cathryn & Merle for the 4 plex apartment building

Amount:

Varies. Used to pay bills

Stocks and Bonds #1:

Yes

Stocks, Bonds or Investment Accounts:

*Eaton Vance
T.Rowe Price Intl Stock
ColumbiaThreadNeedle
LargeCap Index Fund
SmallCap Index Fund
ETRADE-Brokerage*

Type:

Brokerage and Mutual Funds

Owner:

Cathryn

Amount:

\$460,000

Stocks and Bonds #2:

Yes

Stocks, Bonds or Investment Accounts:

*Morgan Stanley
ComputerShare-AEP
Capital Group-American Funds*

Type:

Brokerage and Mutual Funds

Owner:

Merle

Amount:

\$300,000

Retirement Plans:

CML IBM Pension \$1,410.04
CML Social Security-CML \$2,624.00

MLR Seimens Pension \$547.64
MLR Social Security-MLR \$2,447.00

CML-IBM TDSP \$850,000
MLR-Seimens Savings \$750,000

Moving the other IRA's to Charles Schwab with Heidi Foster
MLR - \$170,000
CML - \$440,000

Total:

\$2,200,000

Business Interests

TYPE: General and Limited Partnerships, Sole Proprietorships, privately-owned corporations, professional corporations, oil interests, farm, and ranch interests.

ADDITIONAL INFORMATION: Give a description of the interests, who has the interest, your ownership in the interests, and the estimated value of the interests.

Business Interests:**Total:****Money Owed To You**

TYPE: Mortgages or promissory notes payable to you, or other moneys owed to you.

Money Owed To You #1:

No

Money Owed To You #2:**Money Owed To You #3:****Money Owed To You #4:****Total:****Anticipated Inheritance, Gift, or Lawsuit Judgment**

TYPE: Gifts or inheritances that you expect to receive at some time in the future; or moneys that you anticipate receiving through a judgment in a lawsuit. **Describe in appropriate detail.**

Anticipated Inheritance, Gift, or Lawsuit Judgment:**Total estimated value:****Other Assets**

TYPE: Other property is any property that you have that does not fit into any listed category.

inherit after both spouses have died. The Executor of the Will and persons exercising Financial Power of Attorney will be the same as your choice for trustee(s), unless you specify otherwise. In addition, we will draft a "springing" power of attorney and the Power of Attorney will only be valid if 2 physicians indicates the principal is incapacitated.

Death Trustee #1:

Yes

Name:

Lisa Mandelker

Address:

*11 Dusk Drive
New Rochelle, NY 10804*

Relationship:

Niece

Death Trustee #2:

Yes

Name:

Contessa Lai

Address:

*7 Christopher Mills Dr
Mount Laurel, NJ 08054*

Relationship:

Niece

Death Trustee #3:

Do you want to authorize your Financial Agent to make gifts on your behalf during any period of time you are incapacitated?

CLIENT - Living Will

Do you want to provide that the moment of your death not be unnecessarily prolonged by artificial means or measures?

Yes

Do you want to provide that your organs and tissues should be made available for transplant purposes?

No

SPOUSE - Living Will

Do you want to provide that the moment of your death not be unnecessarily prolonged by artificial means or measures?

Yes

Health Care Agent #1:

Yes

Name:

Cathryn Lai

Relationship:

Wife

Health Care Agent #2:

Yes

Name:

Lisa Mandelker

Relationship:

Niece

Health Care Agent #3:

Yes

Name:

Erin Fink

Relationship:

Niece

DISTRIBUTIONS OF PERSONAL PROPERTY AND SPECIFIC GIFTS

USE OF PERSONAL PROPERTY MEMORANDUM: Do you want to provide that your personal property will be distributed pursuant to a written list you may prepare later?

Yes

SPECIFIC GIFTS

List any specific gifts of real estate or cash gifts you wish to make to either individuals or charities. Indicate whether these gifts are to be made even if the other spouse is alive.

Specific Gift #1:

Specific Gift #2:

Specific Gift #3:

DIVISION OF PROPERTY UPON DEATH OF SECOND SPOUSE TO DIE

OTHER INFORMATION FROM SURRATT LAW PRACTICE: We cannot begin drafting until after receipt of this worksheet. If you do not fill it out completely, it could cause a delay in signing the final documents. If necessary, we are always happy to reschedule a date if you need more time to finalize your desires. Please ask if you have any questions about the worksheet, if you need advice or recommendations on any matter, or are otherwise unsure what to list. It is important to advise you that professional trustees are always an option for people who do not have competent friends or family that could act as a trustee or personal representative for your estate. This is a big job and not something to put in the hands of someone that is unable to perform the job.

*Need additional information before we designate a trustee.. Need to have questions answered by the attorney how the trust works.
Like:*

- 1. How does it work*
- 2. How do we get money in and out or sell property*
- 3. How does the trustees operate*
- 4. Why would we want to revoke it.*
- 5. What are the tax consequences*
- 6. Do we put everything we own in the trust or just property.*

OUR PROCEDURE: Expect to receive a phone call or email within roughly 2 weeks of dropping off this worksheet regarding information still needed to complete the worksheet (if any) and to schedule your signing date. After we set the signing date, we provide draft documents the week before your signing to allow you to make changes or modification and fix errors you may see. This is not uncommon in the review period right before we complete your final estate plan. When you receive drafts, we do not provide every single document you will sign due to the large amount of documents that are typically part of a comprehensive estate plan. Expect to receive portions of your documents in draft, and to review the final documents on the day we have scheduled for signing. You will be notified again about this part of the process. We look forward to working with you and please let us know if you need anything further to make the process easier on you. This is a big and important step and Surratt Law Practice seeks to work with you as a team to complete your estate plan in a smooth and efficient manner.

THANK YOU

When you are finished, please click the "Submit" button.