

PERLMAN, BAJANDAS, YEVOLI & ALBRIGHT, P.L.
ATTORNEYS AT LAW

LEGAL REPRESENTATION AGREEMENT

Name of Client(s): Eliot I. Bernstein

Representation. We are pleased you have engaged Perlman, Bajandas, Yevoli & Albright, P.L. (the "Firm") to perform legal services on your behalf. You have engaged the Firm as counsel regarding ongoing concerns with your parents' trusts and estates. We may also represent you in other matters you might assign to us, and that we affirmatively accept, from time to time, unless we agree in writing to alternative arrangements. This Agreement is not a guaranty on the outcome and because of the uncertainty of legal proceedings, the interpretation and changes in the law, and other unknown factors, the Firm cannot predict the outcome of any case. For us to render our best advice and represent you in the manner most beneficial to you, we need your cooperation and your candor.

Fee for Services. We will charge for our services on a hybrid basis as follows:

A. A reduced hourly rate based on the Firm's time records:

Partners	\$300
Associates	\$200
Paralegals	\$100

B. In addition to the hourly professionals' fees above, a contingency fee of 20% for any recovery.

Co-counsel. You have agreed to retain Marc J. Soss, Esquire as co-counsel in this matter. Co-counsel agrees to be bound to the hourly payments terms set forth above. Any contingency fee earned in connection with this matter shall be split with Co-counsel per the agreement reached between the Firm with no further obligation from you.

Retainer. A \$15,000 *refundable* retainer is required and we will commence our representation upon receipt of this amount. This retainer will be credited against the final invoice of our fees and the costs incurred by the Firm. The Firm, in its sole discretion, has the right to require the retainer to be replenished or increased at any time.

Costs. In connection with our engagement, we anticipate that certain expenses may be incurred and advanced by us on your behalf. These expenses may include, but are not limited to, filing fees, attorney and/or expert travel expenses, delivery charges, teleconference call charges, expert witness fees for services other than testimony or preparation of a court-ordered report, court reporter fees for non-evidentiary hearings, copying costs for documents that are not filed with the court or obtained in discovery, mediator fees, and electronic research charges and/or computerized database usage (e.g., Lexis®). These matters will be included on each invoice. We do not track and itemize charges for routine photocopying, mailing, telephone charges and the receipt and transmission of facsimiles; rather, we add a 4% charge, based upon the gross amount of our fee, to cover these charges. You agree to pay us for these various costs in addition to our fees for legal services.

Identity of the Client. The Firm's clients are only the parties identified above. Unless expressly agreed, the Firm is not undertaking the representation of any related or affiliated person or entity, nor any family

member, parent corporation or entity, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, managers, agents, shareholders, members, partners, or employees. Those who act as guarantors for our fees but to whom this Agreement is not addressed are not the Firm's clients. The Firm does not represent or assume any duties to non-clients.

Representation of Other Clients. The rules of the Florida Bar Association do not permit our Firm to represent any client if that representation will be directly adverse to the interests of another client unless each client consents to such representation after consultation. If this Agreement is addressed to more than one party, then your execution of this letter will constitute the consent by each of you regarding the matter(s) described above under "Representation".

Payment of Costs. Bills will be rendered periodically for the time spent on your matter and for expenses incurred on your behalf. You agree to pay each bill within 15 days of receipt. If you have any disagreement about the amount of the bill, you must advise us in writing within 15 days of receipt; otherwise, you agree to the amount of the bill to the date of the billing statement.

Non-payment of Fees and Costs. Each client shall be jointly and severally liable to the Firm for fees and costs charged by the Firm. Unless we mutually reach another agreement regarding the payment of fees and costs, you understand that non-payment of any invoice, or part thereof, for fees and costs in a timely manner will constitute a default and several consequences will result. These consequences include:

- (a) We retain the right, in our sole and absolute discretion, to charge interest at the maximum legal rate.
- (b) We may suspend and/or terminate further legal services, in which event you will be liable to us for the payment of any fees earned and any costs incurred by us prior to that time.
- (c) If we are ultimately required to sue to collect any unpaid fees or costs, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.
- (d) Florida law provides the Firm with the right to impose a charging and/or retaining lien upon documents, money and other intangibles and materials coming into its possession to receive payment of its fees and expenses.

Employment of Experts or Additional Professionals. In the event the Firm deems it necessary to employ additional experts or professionals with specialized skills (e.g., accounting, surveying, appraisals, environmental audits, etc.), then, after consultation and obtaining your consent, additional professionals may be employed by the Firm. The Firm will employ professionals in your name or, in the Firm's sole discretion, in the Firm's name on your behalf. In either event, you are responsible to pay the fees of such professionals in full upon the rendering of any statement. All fees and costs of additional professionals shall be subject to the terms and condition herein. Further, some work on your matter may be performed by one or more licensed attorneys under our direction, including contract and of counsel attorneys, we

choose to work with as the need arises in our discretion. The time and fees for each such attorney will be compensated by us for work actually performed. You understand any such attorneys may be paid out of our funds and/or from fees paid by you to our Firm for legal services in connection with your representation, usually on a fixed hourly rate at no additional charge to you. Unless you agree otherwise, you will not be under any obligation to pay such attorneys for work on this matter other than by the terms of this Agreement, and you agree that the Firm may divide the fees paid by you under this Agreement with such other attorneys in any manner, percentage or otherwise.

Records Retention. While representing you, it is likely that numerous records and documents (originals and copies) will come into the Firm's possession and numerous additional documents will be generated by us. You may examine any written materials in our files at any reasonable time prior to the termination of the Firm's representation, but you acknowledge our entire work product is owned by the Firm. Upon termination of our representation, we will retain our files for at least 2 years, after which any written material not returned to you may be destroyed by the Firm. Your execution of this Agreement constitutes your consent to this procedure.

Waiver and Integration. No partner or lawyer or employee of the Firm is authorized to bind the Firm to any oral change to this Agreement or to make any oral agreement inconsistent with it. Waivers by the Firm on one or some occasions shall not waive or affect the Firm's right to require future performance in strict accordance with the terms of the Firm's representation.

Entire Agreement. This Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between the parties. This Agreement may be modified only by subsequent written agreement of the parties. You acknowledge that no promises have been made to you other than those stated herein.

Notice and Cure. If the Firm fails to provide services as stipulated herein, breaches any material term of this Agreement, or otherwise fails to perform under this Agreement, Client shall deliver written notice thereof to the Firm and the Firm shall have thirty (30) days from receiving such notice to cure such failure. If the failure continues after such 30-day period, this Agreement shall be automatically terminated.

Applicable Law. This Agreement shall be governed by the internal law, and not the laws pertaining to choice or conflict of laws, of Florida. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and affect.

Mistake. All risk of unilateral or mutual mistake in the performance of, compliance with, or construction of this Agreement is assigned to you. The notion of risk may not hereafter be raised as a defense to a claim of breach of this Agreement.

Jurisdiction and Venue. You (1) agree that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in any federal or state court in Broward County, Florida, (2) consent to the jurisdiction of these courts in any suit, action or proceeding, (3) waive any objection which such Client may have to the laying of venue of any such suit, action or proceeding in these courts, and (4) agree that service of any court paper may be effected on you by mail or in such other manner as provided under applicable laws or court rules in Florida.

[SIGNATURE PAGE FOLLOWS]

The above terms and conditions are agreeable to me. Perlman, Bajandas, Yevoli & Albright, P.L. and Marc J. Soss, Esquire are hereby retained on those terms and conditions described above.

REVIEWED, ACKNOWLEDGED AND ACCEPTED on January ____, 2018.

ELIOT I. BERNSTEIN
