

DAVID MARSHALL BROWN, P.A.

6078 Tower Road
Tallahassee, TN 37878
(865) 256-0566

davidbrownfll@gmail.com

David Marshall Brown, Esq.

***Member,
The Florida
Bar and The
State Bar of
Georgia**

**FEE RETAINER AGREEMENT & AUTHORIZATION TO
REPRESENT**

BERNSTEIN FAMILY REALTY, LLC., a Florida Corporation, through its authorized Corporate Representatives (hereinafter referred to as “Client” or “Debtor”), the undersigned Client, does hereby authorize, retain and employ The Law Firm of **DAVID MARSHALL BROWN, P.A.**, as our Attorneys to represent the Debtor, and provide legal advice and services.

SECTION I: EFFECTIVE DATE

This agreement shall take effect upon its execution by both parties and the payment of an initial fee retainer as set forth in Section V of this Agreement.

SECTION II: SCOPE OF SERVICES

It is understood by the Client that the Attorneys shall represent it in a Proceeding under Chapter 11 of Title 11, United States Code (the “Bankruptcy Code”), which representation fully encompasses review of all filings submitted prior to the retention of Attorney and amendment as necessary or appropriate, including but not limited to the Involuntary Petition, any previously filed Statement of Financial Affairs, related schedules, and other required documents in the United States Bankruptcy Court for the Southern District of Florida based upon full disclosure of all relevant items by the Client, and shall perform the following services as they relate to the instant bankruptcy case:

1. Prepare, on behalf of the Debtor, all necessary pleadings, applications, motions, reports and other legal papers;
2. Advise and counsel the Debtor concerning the operation of the corporate entity with reference to compliance with Chapter 11, Orders of the Bankruptcy Court, and compliance with requirements of the Office of the United States Trustee;
3. Prosecute and defend any cause of action on behalf of the Corporation in Bankruptcy Court to the extent said action is deemed appropriate to pursue in said Court and related to these proceedings,

including motion practice, claims analysis and objections and adversary proceedings where appropriate.

4. Assist in the formulation of a plan of reorganization and the preparation of a disclosure statement in accordance with applicable rules, statutes and procedures; and

5. Provide all other services of a legal nature as may be requested by the Client and agreed upon by Attorneys pertaining to the bankruptcy proceeding and legal advice therein.

6. Specifically and in addition to the representation in the Chapter 11 case for Client, the Attorneys will file the papers necessary to defend motions for relief from the automatic stay with respect to any and all proceedings regarding property which is owned or controlled by the Client. Additionally, Attorneys will seek to determine the value of and validity, extent and priority of any liens attached or purportedly attached to the properties of the Client. Clients, in turn, agree to furnish all necessary documentation and appraisals, as necessary, to permit the Attorneys to file said papers and defend said actions.

7. The Attorneys' services shall also include all the filing and prosecution of motions, adversary proceedings, if appropriate, and necessary documentation and attendant negotiations with creditors any creditors' committee, if appointed, working with and cooperating with the Court and the Office of the United States Trustee with regard to litigation and administrative matters.

The Attorneys' services will not include responsibility for general corporate representation; specialized tax advice; or representation in non-bankruptcy unless specifically agreed separately in writing.

SECTION III. COSTS AND EXPENSES

In addition to the hourly fees set forth in Section IV of this Agreement, Client agrees to pay all costs and expenses incurred in connection with Client's case including, but not limited to, costs fixed by law or assessed by courts and other agencies, court reporters' fees, process server's fees, messenger and delivery fees, postage, parking, highway tolls, photocopying and other reproduction costs, fax transmission costs, charges for paid computer research time, and other similar items. All costs and expenses will be charged at Attorneys' cost.

Client agrees to pay for transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorneys' personnel.

In the event it becomes necessary to hire expert witnesses, consultants, or investigators, Attorneys will not hire such persons unless client agrees to pay their fees and charges and deposits with attorney an amount sufficient to pay such fees and charges.

SECTION IV. ATTORNEY'S FEES

Client agrees to pay Attorneys' fees in accordance with the following Rate Schedule:

Attorneys	\$ 350.00/hour
Law Clerks	\$ 150.00/hour
Paralegals	\$ 75.00/hour

In order to reduce the time and fees on Attorney's work on the case, the Attorneys, at their discretion, may utilize associates and law clerks for certain legal research and drafting functions.

SECTION V. RETAINER FEE

Client agrees that Attorneys shall be paid an initial fee and cost retainer of: **\$37,000.00 (\$35,000.00 fees and \$2,000.00 cost retainer), said payment to be from a third party source and not from assets of the estate or "property of the estate" within the meaning of 11 U.S.C. Section 541. It is understood that the aforesaid is crucial, as the source of the non-estate assets must be fully disclosed to the Court.** Attorneys' hourly charges will be credited against it. Client authorizes attorney to use same to pay the fees, costs, and other expenses incurred in connection with the subject of this agreement. Any additional fees and actual costs incurred by Attorneys will be paid only upon Court approval.

Client agrees to pay all fee awards after within fifteen (15) days of court award of same. Upon request, Attorneys will send client periodic statements of fees, costs, and expenses incurred for informational purposes pending court award of same.

SECTION VI. ATTORNEY'S LIEN

Client grants Attorneys a lien on all claims in which Attorneys represent client under this agreement. The lien shall cover any sums due and owing to Attorneys at the termination of Attorneys' services and will attach to any money or property recovered by Client. Attorneys shall also have a lien on Client's records, money, or property in attorney's possession for any sums due and owing to Attorneys at the termination of Attorneys' services.

SECTION VII. CLIENT'S DUTIES

Client agrees to be truthful with and fully cooperate with Attorneys, to keep Attorneys informed of any developments that are relevant to the case, to faithfully comply with this agreement, to pay Attorneys' fees on time, and to keep Attorneys advised of Client's address and telephone number and any changes of such address or telephone number.

SECTION VIII. TERMINATION AND WITHDRAWAL

Client may terminate this agreement at any time. Attorneys may withdraw from the case with Client's consent or without Client's consent for good cause, such as failure to comply with client's duties as provided for in Section VII, refusal to pay any hourly rates, costs, and expenses, failure to follow Attorneys' advice on any matter material to Client's case, or if circumstances arise

that would render Attorneys' continuing representation unlawful or unethical.

Upon the termination of Attorneys' services, whether it is terminated by Client or by attorney, all unpaid charges shall immediately become due and payable to Attorneys. Attorneys will likewise deliver to client all records of the case and all property of Client in Attorneys' possession, except those subject to any lien.

SECTION IX. DISCLAIMER OF GUARANTEE

Attorneys will use Attorneys' best efforts in representing Client, but make no promises or guarantees regarding the outcome of Client's case. Attorneys' comments regarding the outcome of the case are mere expressions of opinion. Neither do Attorneys guarantee any time frame within which Client's case will be resolved.

SECTION X. COLLECTION OF ATTORNEY FEES

If Attorneys must commence collection actions against Client to recover fees for services rendered, Client agrees that Attorneys will receive reasonable Attorneys' fees incurred and the highest legal interest rate on amount due until the debt is paid in full.

Client represents that Client has carefully read and fully understood this agreement and agrees to its terms and conditions, and agrees to faithfully comply with them.

BERNSTEIN FAMILY REALTY, LLC

By: Joshua Bernstein 

Its: Member

Date: 06/03/2022

DAVID MARSHALL BROWN, P.A.

By: _____
David Marshall Brown, Esq.
Florida Bar No. 0995649

Date: _____

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BERNSTEIN FAMILY REALTY, LLC

By: Daniel Bernstein



Its: Member

Date: 6/3/2022

DAVID MARSHALL BROWN, P.A.

By: _____

David Marshall Brown, Esq.
Florida Bar No. 0995649

Date: _____

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BERNSTEIN FAMILY REALTY, LLC

DAVID MARSHALL BROWN, P.A.

By: Jacob Bernstein

By: _____

Its: Member

David Marshall Brown, Esq.
Florida Bar No. 0995649

Date: 06/03/2022

Date: _____