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Policies Related to Legal Fees

The following policies apply unless we agree otherwise in a document signed by us:

1. **General Rule.** By requesting or accepting services from us, you agree to pay our fees and costs, as billed. You will be billed by the hour for all services we render except to the extent we have agreed otherwise in writing. If we provide you an engagement agreement, you will be billed under the terms of that agreement and this memo; however, the signed agreement will supersede any provision that is inconsistent with this memo. **IF YOU DISAGREE WITH ANYTHING IN THIS MEMO, YOU MUST INSTRUCT US NOT TO RENDER ANY SERVICES UNTIL A WRITTEN ENGAGEMENT AGREEMENT HAS BEEN SIGNED BY YOU AND BY US; OTHERWISE, THIS MEMO WILL APPLY.**
2. **Firm Representation.** First, it is the entire Firm which is representing you, although one or more attorneys may be assigned as the person primarily responsible for your file. In addition, other lawyers in the Firm may represent you from time to time. Further, we may associate other attorneys to represent you in this matter, upon consultation with you.
3. **Non-attorney Professionals.** All legal work will be done under the supervision of a licensed Georgia attorney. Non-attorney professionals (such as our legal assistants) will be used by the Firm to perform some of the work, but all legal documents will be reviewed by a licensed Georgia attorney. If you were quoted a flat fee, a minimum fee, or an estimated fee, the anticipated services of non-attorney professionals and their billing rates were taken into consideration in determining the quoted fee. At your request, all work done on your case can be handled by an attorney or even a specific attorney, but, if you make that request, in addition to all other amounts you agree to pay, you agree to pay for all time expended by the requested personnel — billed by the hour in accordance with paragraph 10 — to render services that would have been performed by non-attorneys or by other attorneys at a lower rate, even if such services would have otherwise been included in a base fee.
4. **Telephone.** There will be times when we will be unavailable to speak on the telephone because of other commitments. Please speak openly to the other attorneys and staff in

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my office and ask of them the question or give them the information which you have. **We will make every effort to return your call as soon as possible. If you do not hear from us, please call again.**

5. Relying on You. You agree that we may rely on the accuracy and sufficiency of any documents and information you provide us, and that we have no duty to do our own investigation as to accuracy or completeness of the information. You agree to truthfully and completely provide the information needed for us to properly advise you, cooperate with us, keep us informed of developments that affect our work, pay the amounts due us on time, and keep us advised of your address, telephone number, and how to contact you.
6. Efforts on Your Behalf. We will keep you informed of the status of all matters which you have asked us to provide legal assistance. We will send you copies of all correspondence which we initiate on your behalf and copies of letters we receive from others regarding the above-referenced matter. We will consult and confer with you concerning all material developments in the above referenced matter and any settlement opportunities. We will use our best efforts in representing you and will complete your work as expeditiously as possible. In return, we ask that you make every effort to inform us in a timely manner of developments in this matter.
7. We will use our best efforts in representing you and will complete your work as expeditiously as possible. In return, we ask that you make every effort to inform us in a timely manner of developments in this matter.
8. Conflicts of Interest. If you are aware of any facts which may implicate a conflict of interest, please contact me immediately. As a general matter, the Firm represents many other companies and individuals. It is possible that during the time the Firm represents you, some of our present or future clients will have disputes with or matters adverse to you. This will confirm that you agree that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any such matter that is not substantially related to our work for you in this matter, even if the interests of such clients in those other matters are directly adverse to you. We agree, however, that your prospective consent to conflicting representation in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential nature of a non-public nature that, if known to such other client, could be used in any such matter by such client to your material disadvantage.
9. Legal Fees and Billing Procedures: We also want to take this opportunity to explain the basis on which we charge for our services and to set forth in detail our billing procedures. The American and Georgia Bar Associations' Codes of Professional Responsibility prescribe that, in determining fair and reasonable charges for legal services, attorneys should take into account the following considerations (the "Professional Code Considerations"), and our fees will be based upon a careful review of those Professional Code Considerations that are applicable to the services we perform for you:
 - a. The time and labor required, the novelty and difficulty of the question involved, and the skill requisite to perform the services properly;

- b. The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the firm;
 - c. The fee customarily charged in the locality for similar legal services;
 - d. The amount involved and the results obtained;
 - e. The time limitations imposed by the client or by the circumstances;
 - f. The nature and length of the professional relationship with the client;
 - g. The experience, reputation and ability of the lawyer or lawyers performing the services; and
 - h. Whether or not the fee is contingent upon the outcome of the matter.
10. Billed by the Hour. When services are "billed by the hour", you agree to be charged for the time that we expend on your case, which is calculated at our standard hourly rates that are in effect at the time the services are rendered. The amount of time expended by our attorneys and staff in a particular matter is recorded and assigned a dollar value based upon our standard hourly rates then in effect for the professional involved. We do bill for telephone calls, electronic mail correspondence, and the retrieval of voice mail messages. Such activities are recorded at the greater of (i) two-tenths of an hour or (ii) the length of time expended on such activity.
11. Flat Fees. Our firm often charges flat fees for specific legal services, such as for the preparation of estate planning documents (will, trust, etc.) or documents for the formation of a business entity (limited-liability company, corporation, etc.). In those circumstances, the flat fee only covers that specific service and is not all inclusive. Our time to render services not covered by the base fee, additional research, or additional matters will be billed by the hour.
12. Contingency Agreement. In some circumstances the basis of our fees may be agreed upon in a written, signed contingency agreement. The terms of the contingency agreement will supersede any provisions that are inconsistent with this memo. Unless agreed upon in writing, our fees will not be contingent upon the outcome of your case.
13. Estimated Fee. If we provide an estimate of legal fees and costs, it is an estimate only, and it is neither a minimum fee nor a maximum fee and is not binding.
14. Travel Time. In the event any travel is required on your behalf in this matter, such time will be charged at our usual hourly rate.
15. Expenses. From time to time, we may pay out of our own funds or incur expenses on your behalf to facilitate the handling of various matters, including, without limitation, filing fees, copy charges, private process servers, etc. In addition to the amount of our

legal fees, we will bill you for these disbursements. Additionally, we may ask that you pay certain expenses directly, rather than our making an advance on your behalf.

16. Retainer. Our office may require a nonrefundable retainer for legal services performed by the attorney and support staff. This retainer will also include any disbursement made on your behalf, for filing fees, publication costs, copying charges, facsimile transmissions, overnight delivery charges (federal express or DHL express) costs, etc.
17. Courtesy Discounts. Any discounts — such as write-offs, a courtesy discount, a reduced billing rate, billable time entries showing "no charge", or the cancellation of any charge — are contingent upon your (1) paying us all amounts owed us when due and (2) not filing any claims or complaint against us. If those contingencies are not met, we reserve the right to reverse all discounts at any time.
18. Billing Procedures. We will invoice you monthly for the legal services we have performed plus the amount of disbursements made on your behalf. Payment of invoices is expected upon receipt of invoice, and we reserve the right to charge interest (1.5% per month as provided in Official Code of Georgia Annotated § 7-4-16) on any bill outstanding more than thirty (30) days and to cease work and withdraw as counsel on this matter if payment is not received within sixty (60) days of the invoice date. While we regret ever having to take this extreme step, we feel that it is only fair to our clients who have paid promptly for our services to make certain that their legal needs have our undivided attention.
19. Although the time required to properly perform the services we provide is an important factor in establishing our fees, it is only one of the determinants that we must consider. Whenever we invoice you, you can be sure that we have carefully reviewed all of the applicable Professional Code Considerations in setting our fee and that the invoiced amount will represent a fair and reasonable charge for the services we have rendered.
20. Taxpayer Identification Number (TIN). In accordance with the Taxpayer Relief Act of 1997 Act Sec. 1021, attorneys are required to promptly supply their TINs to persons required to file an information return with the IRS. Therefore, please be advised that our TIN is 58-1983659.
21. Termination. You shall at all times have the right to terminate our services upon written notice to that effect. We shall have at all times the right to terminate our services upon written notice to that effect in the event that you either fail to cooperate with us in any reasonable request, to pay according to our agreement, or if we determine in our reasonable discretion that to continue our services to you would be unethical or impractical.
22. Fee Disputes. You agree to resolve fee disputes outside of court. All fee disputes shall be resolved by written arbitration through the State Bar of Georgia; however, if one or more hearing or other proceedings are required, all such hearings and proceedings shall be held in Conyers, Georgia.

23. Terms. "Firm" refers to Talley, French & Kendall, P.C., and the first person plural pronouns ("we", "us", "our", etc.) refer to the Firm. The terms "fees" and "legal fees" refers to the compensation charged by the Firm for services rendered by attorneys and non-attorney professionals and by our staff, but those terms do not include out-of-pocket expenses. The term "professional" refers to an attorney, a law clerk, or a paralegal. The term "staff" refers to our employees who are not professionals. The second person pronouns ("you", "your", "yours", etc.) refer to the client. If "client" refers to more than one person, all such persons are jointly and severally liable, which means that each person is individually liable for the full amount of the client's obligations to pay the amounts due us. If one or more individuals who engage us does so in any representative capacity (executor, trustee, agent, officer, director, etc.), the individuals and the entities for whom they act shall be jointly and severally liable for the client's obligations, which means that each entity and each individual acting for such entity is individually liable for the full amount of the client's obligations.