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OSTERHOUT & McKINNEY, P.A. - FEE AGREEMENT

This agreement will confirm our understanding regarding our representation of you regarding the legal matters outlined below. We accept such employment and agree to render and perform all legal services and furnish advice regarding the matters outlined herein.

In addition to the fee set forth, you agree to pay all sums in the nature of costs which our office has paid or will pay, which will include but are not limited to: long distance telephone charges at cost, postage at cost, photocopies at \$.15 each, facsimile charges of \$1.00 per page, filing fees, recording fees, and fees to obtain copies of public records. Sheriff's service, court reporters, and other out-of-pocket costs will be paid in advance (by retainer) by the client. Payment of costs is due upon billing.

The fee set forth is a flat fee _____, or, a minimum fee _____. If the minimum fee is exceeded, you will be billed on an hourly basis. Hourly rates are presently \$350.00 for Julie Osterhout, \$275.00 for Lance M. McKinney, \$225.00 for Beth A. Prather, \$175.00 for Britton G. Swank, \$100.00 to \$110.00 for paralegals, and \$50.00 for other staff. All time charges are computed in a minimum of fifteen (15) minute segments. The time spent in conferences, telephone conversations, negotiations, research, preparation of documentation, correspondence, and file memoranda is included (with attorney or paralegal).

The non-refundable deposit becomes the property of the attorney upon receipt. All other payments are also non-refundable upon receipt.

Fee (Costs billed separately): \$ _____

Non-refundable deposit due at first conference: \$ _____

Non-refundable balance due _____: \$ _____

Letter to be mailed by: _____

Your next appointment is with: _____ on _____

APPROVED AND ACCEPTED:

APPROVED AND ACCEPTED:

Date: _____

Date: _____

Client Signature

OSTERHOUT & McKINNEY, P.A.