



LAW OFFICES OF

Daniel H. Alexander

A PROFESSIONAL LAW CORPORATION

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RETAINER AGREEMENT FOR LEGAL SERVICES (BUSINES FORMATION)

THIS IS AN AGREEMENT between _____
hereafter referred to as "Client," and the **LAW OFFICES OF DANIEL H. ALEXANDER, PLC**, hereafter
referred to as "Attorney." Client hereby employs Attorney to represent Client with respect to the following:
Advise and draft necessary documents to form a business entity as follows: _____

Compensation

As Client, you agree to pay to the Attorney for attorney's fees for the legal services provided under this Agreement at the respective flat fee or hourly rates of the attorney providing the services. The flat fee for formation of the business entity is _____. All services beyond the formation process are charged at an hourly rate. The attorney's hourly rate is \$250.00 an hour and is subject to change.

Retainer/Minimum Earned Fee

You agree to pay an initial retainer against fees and costs in the amount of \$500.00, which shall be applied to the payment of fees and costs.

Billing Practices

Attorney is charging a flat fee for the formation of the business entity. The flat fee is due either at the time of signing the business formation documents by client or within ten days of receiving an invoice for the flat fee, whichever comes first. All services beyond the formation will be charged in increments of 1/4th of an hour, rounding off to the next highest 1/4th of an hour. The minimum time charged for any particular activity will be 1/4th of one hour. Attorney will charge for all activities undertaken in providing legal services to client under this Agreement.

Costs and Necessary Disbursements

Costs, necessary disbursements, and reasonable expenses incurred by Attorney in advancing the Client's cause are to be borne by the Client, and paid by the Client within ten days of billing. Such costs shall include, but shall not be limited to, the following:

- a. Filing fees with the State of California and fees paid a third party company to prepare, deliver and/or expedite filing of documents and cost to obtain company seal, etc.

b. Automobile travel at the rate of \$.35 per mile. Other travel expenses at actual cost, including, but not limited to air fare, taxi cab fare, meals and lodging.

c. Expenses for the printing or reproduction of documents required in connection with your representation at actual costs. Photocopies are billed at \$.10 per black and white copy and \$.50 for color.

Payment of Fees and Costs

Unless other arrangements are made, all sums due and payable shall be paid within ten (10) days from the billing date. Any sum not so paid shall be charged a late charge at the rate of 1.5% per month.

Obligations of Attorney

Attorney shall:

Counsel, advise, and review all necessary documents regarding the formation of the business entity and the legal effect of all proposed terms and conditions of a contemplated formation and/or transaction; Draft all necessary documents. (Example - for a Corporate this includes the following as needed: draft Articles of Incorporation, draft Corporation Bylaws, draft Consent to Action by Incorporator Without Meeting draft Resignation of Incorporator, draft Waiver of Notice and Consent to Holding of Meeting of Directors, draft Minutes of Organizational Meeting or Consent to Action by Directors in Lieu of Organizational Meeting, draft Investment Representation Letter, draft Call of Annual/Regular Meeting of Shareholders, draft Notice of Annual/Regular Meeting of Shareholders, draft Agenda of Annual/Regular Meeting of Shareholders, draft Minutes of Annual Meeting of Shareholders, and draft IRS Form 2553 (S-Corporation election) if requested).

No Tax Advice Given.

Our firm has not been retained to provide you with any tax advice concerning this matter. Therefore, you should consult with your tax advisers about this matter and have them contact us so that we can coordinate our services with theirs so we can be consistent with your stated objectives

Conflicts

As we have discussed with you, we do not believe, based on the information you have provided us, that our representation of you and the entity created by formation of the Company currently involves any objectionable conflicts of interest. You should be aware, however, that your individual interests and objectives on certain issues may become inconsistent with the interests and objectives of the Company.

Obligations of Client

Client agrees to cooperate with Attorney to the extent necessary for Attorney to discharge his duties under this Agreement. Cooperation shall include, but shall not be limited to, the prompt payment of the monthly bill; attendance at all proceedings, meetings, conferences, and other events at which Client's presence is required; providing the Attorney with a current address and phone number, and providing Attorney with any necessary documents and other information promptly and upon request.

Withdrawal of Attorney

Attorney may withdraw from further representation of Client on written notice to Client, as a result of Client's failure to pay for Attorney's services and costs, or as a result of Client's failure to cooperate with the Attorney. Client agrees to execute appropriate documents drafted by Attorney for that purpose.

Client may discharge Attorney at any time, but will remain liable for any outstanding fees or costs owed to Attorney for his services.

In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys fees, and all other related expenses incurred in such litigation. In the event of a no-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

I have read this agreement and agree to the terms of this agreement.

Executed as set forth below at _____, California.

Dated:

Client

Client

Client

Client

Dated:

Daniel H. Alexander, Esq.