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March 28, 2022

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BY EMAIL & U.S. MAIL

Re: Engagement of Winstead PC

Dear [Name]:

I am honored and pleased that you wish to engage Winstead PC ("the Firm") to render services to you related to [describe matter] ("the Matter"). The scope of our engagement is to represent you in connection with the Matter, [A: in your capacity as [[Independent] Executor/Administrator/ Personal Representative of the Estate of ___, Deceased ("the Estate")][B: Trustee of ___ ("the Trust")], in accordance with applicable state and federal law.

As a matter of Firm policy, the Firm provides you with this engagement letter in order to set forth the basis on which the Firm's fees and related expenses will be charged with respect to the engagement. We believe that a mutual understanding of these terms and conditions at the outset is fundamental in establishing a good working relationship.

[By accepting this engagement, Winstead PC agrees to the terms of ___'s Outside Counsel Manual ("the Manual"), and, in the event of any conflict between this engagement letter and the Policy, the Manual shall control.]

1. Services to be Provided. The legal services that we will provide are limited to the Matter described in this letter. Our engagement does not include any advice or other legal services relating to federal or state securities laws. It is our policy that the person[s] whom we represent [is/are] the person[s] identified in this letter; our representation does not include any affiliates [A: of the Estate, other beneficiaries of the Estate, or even you as a beneficiary of the Estate] [B: of the Trust, other beneficiaries of the Trust, or even you as a beneficiary of the Trust or your spouse], unless explicitly included in the Matter. [A/B – (This only applies if we represent a trustee or executor.) if also a beneficiary: In the event that a conflict arises with respect to your capacity as a fiduciary and your personal interest as a beneficiary, it may be advisable for you to obtain independent counsel to represent your personal interests.]

[We anticipate that one of our trust and estate paralegals, _____], will perform the majority of our work on this matter. _____'s hourly rate is _____. _____, a trust and estate associate attorney who works closely with me on estate administration matters, will also assist us. _____'s hourly rate is _____. We will further discuss staffing with you, at your request. From information now available to us, the services we anticipate performing include:

- a. Preparing and filing Application for Probate of Will and for Issuance of Letters Testamentary;

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- b. Preparing testimony for probate hearing;
- c. Appearing in probate court with you [to have [Decedent]'s Will admitted to probate and to have you appointed as Independent Executor];
- d. Preparing Order to be signed by the Judge at the probate hearing;
- e. Preparing and filing Oath of Independent Executor and obtaining Letters Testamentary;
- f. Preparing and arranging for the publication of required Notice to Creditors;
- g. Preparing and sending Notice to Secured Creditors, if any;
- h. Preparing and sending required notices to all beneficiaries named in the Will who are entitled to inherit;
- i. Preparing and filing Certificate of Compliance with the probate court regarding any required notices;
- j. Obtaining tax identification number for the Estate [and for any trusts ultimately created under the Trust];
- k. Determining the nature, extent, and valuation of all assets included in [Decedent]'s Estate and assisting you, as needed, in retaining any necessary appraisers;
- l. Preparing the statutory Inventory, Appraisement, and List of Claims ("Inventory");
- m. Preparing and filing Inventory for approval by the Probate Court or filing an affidavit in lieu of the Inventory;
- n. Preparing and filing the federal estate tax return (Form 706) for [Decedent]'s Estate with the IRS, if the Estate meets or exceeds the mandatory filing threshold;
- o. Preparing and filing one or more federal gift tax returns (Forms 709) to report any previously unreported taxable gifts from [Decedent], if necessary, with the IRS;
- p. Working with a CPA to provide information for his or her preparation and filing of [Decedent]'s final federal income tax return and the federal income tax returns for the Estate [and Trusts] with the IRS;
- q. Assisting with logistics at [Decedent]'s home, including if and as requested during the estate administration, onsite involvement in coordination of visits by appraisers, contractors to change locks and/or bid refurbishments, selection and hiring of real estate agent to market home, selection process by children of tangible personal property, transition of unselected personal property items to estate liquidator or charitable organization, and other various tasks;

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- r. Assisting with the transfer of assets as provided under [Decedent]'s Will and [Decedent]'s overall estate plan;
- s. Assisting with the transfer of assets controlled by beneficiary designations such as retirement accounts and life insurance policies, as well as financial assets passing by "right of survivorship" or "payable on death" designations, if necessary;
- t. Working with your other advisors (accountant, financial advisors, etc.) as needs arise;
- u. Confirming tax basis adjustment with regard to securities held in financial accounts; and
- v. Winding-up the administration of [Decedent]'s Estate.]

We recommend that your requests for our services be in writing for any material projects to minimize the possibility of miscommunication, but we will act upon your oral requests.

2. Fee Calculation. The principal factors in determining our fees will be the time and effort devoted to the Matter and the hourly rate of the attorneys and other timekeepers involved. The Firm will charge you for professional services at our usual and customary rates for such matters. These charges will be based on our hourly rates for services in effect at the time the work is performed. My current hourly rate for matters of this type is \$____, [my partner Abigail Earthman's rate is \$____] [my associate Bri Loughlin's rate is \$____], and my paralegals' and legal assistants' rates range from \$60 to \$375. Our rates are adjusted periodically, typically on an annual basis, to reflect current levels of experience, changes in overhead costs, and other factors, and engaging the Firm includes your agreement that our rates may increase.

During the course of our representation, the Firm will staff our services rendered with an appropriate combination of attorneys and paralegals as appears warranted. For this reason, you may see multiple timekeepers indicated on your invoices. We will discuss staffing with you, at your further request.

3. [A/B: Representative Capacity. It is anticipated that the expenses that you incur in your capacity as [B: trustee[s] of the Trust][A: personal representative[s] of the Estate] may be submitted for payment from assets of the [B: Trust][A: Estate]. Payment of our fees, however, is not dependent upon approval by any [B: trustee of the Trust][A: personal representative of the Estate] or any court having jurisdiction over the administration of the [B: Trust][A: Estate]. In addition, you have agreed that you will be personally responsible for payment of our fees, regardless of the ability of the [Trust][Estate] to reimburse you for any fees incurred by you in your capacity as [trustee[s] of the Trust][personal representative[s] of the Estate].]

[A2: Unlike most states, Texas permits "independent administration" of a deceased person's estate. If an independent administration is created and after the independent executor is appointed, her only remaining duty to the court is to file proof that she has notified the beneficiaries of the admission of the will to probate and to file an inventory of the assets and claims of the estate (or an affidavit in lieu of the inventory). Otherwise, the independent executor administers the estate free of court supervision. This independent administration is in

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contrast to a "dependent administration," in which the court exercises supervisory control over the administrator, and most actions that the administrator takes require court approval. As you might expect, independent administration is much more efficient, speedy, and inexpensive than is dependent administration.

Generally, independent administration is created by a provision in a decedent's will. Alternatively, the court can permit an independent administration if all distributees of the estate consent and request the court to appoint an independent personal representative. The Probate Code provides that, in that case, the court "shall" grant independent administration unless the court "finds that it would not be in the best interest of the estate to do so." Some courts, however will not permit independent administration by consent of the distributees if any of them is a minor.

This possibility raises two consequences for the legal fees you incur in this case. First, because a dependent administration will require more work on our part, it will result in substantially greater legal fees than would an independent administration. Second, if you intend to reimburse yourself from estate assets for the fees you pay to us, you will have to secure court approval for doing so.

The requirement for court approval creates a particular problem in this case regarding reimbursement of legal fees. As you know, the firm has set \$____ and \$____ per hour as the rates it will charge for my time and for _____'s time, respectively. However, the court has published guidelines indicating that, for an attorney with my experience, reimbursement of fees will range from \$____ to \$____ per hour, and reimbursement of legal assistant fees will range from \$____ to \$____ per hour. We expect to charge for our services based on this engagement letter and not based on the amount for which the court may approve reimbursement. This means that our fees will be higher than the amount for which the court would approve reimbursement. Accordingly, if you seek reimbursement, you should not expect to receive full reimbursement from the Estate for the amounts you pay to us, which will result in you bearing the legal fees in excess of the amounts reimbursed (which may be substantial).]

4. Third-Party Payor. As you are aware, _____ is, by way of executing this agreement, agreeing to pay all fees in connection with the above-referenced matter. Even though attorneys' fees and expenses will be paid by _____ pursuant to the terms outlined in this engagement letter, please understand that the attorney-client relationship is between the Firm and you. Other than as you direct below, we will not reveal privileged communications, and client decisions will be made by you.

The Firm has not been engaged to represent you with regard to any third party claims that you may have, and you are hereby advised to consult promptly with independent legal counsel to avoid possible loss of any such claim through the running of the statute of limitations or otherwise. By operation of the statute of limitations, the failure by a person to timely assert a claim can result in a complete loss of the right to pursue the claim.

Our ethical obligations require us to obtain your consent anytime someone other than you pays legal fees on your behalf. By signing this engagement letter, you acknowledge and consent to (i) our sharing of your information in this matter with _____ and (ii) to this payment arrangement. By way of countersigning this agreement, _____ also grants its consent to this arrangement, agreeing to be personally responsible for payment of our fees,

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regardless of the ability of the Estate to reimburse _____ for any fees incurred with regard to the Matter.

5. Reimbursement for Expenses. In addition to the fee for services rendered described above, you will also be responsible for the Firm's regular expense charges in connection with the representation at cost, such as courier services, filing fees, and similar charges.

6. Document Production and Testimony. If we are requested or authorized by you, or if we are required by government regulation, subpoena or other legal process, to produce any documents or files, or to make our personnel available as witnesses with respect to any engagement, you will, as long as we are not a party to the proceeding in which the information is sought, reimburse us for our time and expenses, as well as the reasonable fees and expenses of our counsel, incurred in responding to such requests.

7. Retainer. As security for the payment of the Firm's invoices, [and, upon your appointment and qualification as executor[s],] you are depositing \$_____ to be maintained by the Firm in a retainer account until this engagement is concluded. The retainer may be applied against outstanding invoices once 30 days have elapsed from the date of the invoice. To the extent that any portion of the retainer is applied against outstanding invoices, you agree to replenish the retainer account. Any unused portion of the retainer will be returned to you at the conclusion of the engagement. **To facilitate speedy activation of your case in the Firm's system, please send the retainer directly to Winstead PC, Attn: Accounts Receivable, 2728 N. Harwood Street, Suite 500, Dallas, Texas 75201.**

If there is a material expansion of the scope of our representation, we may require an additional deposit, or, if no deposit was made at the outset of our representation, we may require a deposit to be made.

8. [As security for the payment of the Firm's invoices, we would typically ask the Bank to deposit a retainer to be maintained by the Firm in a retainer account until this engagement is concluded. The Firm has agreed to waive the retainer fee as long as invoice payments remain current. If the Bank's account becomes overdue, we will request a retainer fee from the Bank. Any retainer may be applied against outstanding invoices once 30 days have elapsed from the date of the invoice. If such an event occurs, to the extent that any portion of a retainer is applied against outstanding invoices, the Bank agrees to replenish the retainer account. Any unused portion of the retainer will be returned to the Bank at the conclusion of the engagement.]

9. Invoices for Fees and Expenses. On a regular basis, generally every month, the Firm will send you a copy of our monthly invoice covering our fees, charges, and expenses, providing all reasonable detail as you may reasonably require. All such invoices are due and payable upon receipt and are properly payable by you [A/B: , perhaps reimbursable out of funds of the [A: Estate][B: Trust estate], [or directly by you as Trustee of the Trust]. We reserve the right to discontinue work if your account becomes overdue.

10. [(Co-Counsel) Consultation with Third Parties. You and Winstead PC agree that our consultation and communications with _____ [law firm], including but not limited to _____ [attorney contact], are necessary for us to render legal advice to you, and you

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expressly authorize us to discuss all facets of the Matter with [him/her/them] as we deem necessary, unless or until you notify us otherwise in writing.]

Please be advised that because _____ is a federally authorized tax practitioner, communications between _____, you, and Winstead should be subject to the confidentiality privilege relating to taxpayer communications under Internal Revenue Code § 7525, unless the Matter is or becomes criminal in nature or involves participation in any tax shelter. Communicating with or sharing communications with persons other than attorneys or federally authorized tax practitioners could result in the loss of privilege.

11. [(Use if more than one client contact/addressee) Multiple Representation, Disclosure, and Consent. While it is customary for [spouses][co-fiduciaries] at times to retain the same law firm to assist them, the disciplinary rules governing the conduct of lawyers limit the situations in which a lawyer is able to represent multiple clients. A lawyer may not represent multiple clients whose interests are materially and directly adverse or if the representation of one client reasonably appears to be or is likely to become adversely limited by the lawyer's responsibilities to the other clients, unless all clients consent to such representation after full disclosure of the existence, nature, implications, and possible adverse consequences of the common representation.

Based upon the information you have provided to us, we do not believe that your interests are materially and directly adverse in connection with the Matter or any matter substantially related thereto, nor do we believe that our responsibilities to [either][any] of you will materially or adversely limit our representation of the [other][others] of you. At this time, the only potential conflict of which we are aware would arise if you disagree with respect to any issue regarding the Matter.

In addition, because we are representing you jointly, there is no attorney/client privilege as [between][among] you with respect to any material communications that we have with [either][any] of you. In other words, any material communication we have with one of you is not privileged as to the [other][others]. However, our position is that the attorney/client privilege would apply if third parties seek to require disclosure of any communications that we have with [either or both][any] of you.]

12. Authority to Extend Deadlines. You agree that the Firm has final decision-making authority on whether to seek and to agree to any extensions of deadlines relating to the Matter. [(Gift Tax Case Only)Notwithstanding this authority, the Firm does not have such authority with respect to requests by the Internal Revenue Service to extend the statute of limitations on its audit of any gift tax returns, unless you have specifically granted such authority in a Form 2848 on file with the Internal Revenue Service.]

13. Termination of Engagement. You have the right to terminate our representation at any time (in which event all fees and expenses must be paid by you within two weeks) by giving us written notice of termination. We also have the right to terminate our engagement at any time for any reason, including, but not limited to, our determination that continuing to represent you would be unethical, impractical, or improper, or payment of our fees is overdue. Termination of our representation will not affect your responsibility for payment of outstanding invoices and for fees accrued and expenses incurred before termination or in connection with an orderly transition of the Matter.

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14. Conclusion of Representation: Retention and Disposition of Documents. Unless previously terminated, our representation of you with respect to the agreed-upon scope of representation will terminate upon our sending you a final statement for services rendered. Following such termination, any otherwise nonpublic information you have supplied to us, which is retained by us, will be kept confidential in accordance with applicable rules of professional conduct. We may retain our own files, including lawyer work product, pertaining to the representation. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us after the termination of the engagement.

Unless you engage us to provide additional advice on issues arising from this representation, we have no continuing obligation to advise you with respect to future legal developments, and the fact that we might inform you from time to time of developments in the law that might be of interest to you, by newsletter or otherwise, will not re-establish a lawyer/client relationship that has terminated.

15. Electronic Communications. You should be aware that we customarily communicate with our clients by letter, telephone (including digital, analog, satellite or other portable telephones, although I do not receive text messages), fax and e-mail (including wireless e-mail). All of these modes of communication may be susceptible to interception. Such interception, even though unauthorized and perhaps illegal, could potentially result in the loss (under certain circumstances) of the protection of the attorney/client privilege. By executing this engagement letter, you will be deemed to have acknowledged your awareness of that risk and to have consented to our use of such means of communication unless you instruct us otherwise in writing.

To the extent reasonable, I will keep you informed about when I will be away from the office and when I will return.

* * * * *

Please find enclosed additional terms of our engagement with you.

If you have any questions about the terms of the engagement, as described above, please feel free to raise them with me as soon as possible. During the course of the engagement, I hope that you will feel equally free to raise promptly with us any questions that you may have about our invoices and representation.

If the terms of this engagement are acceptable to you, I would appreciate your signing and returning to me one original of this letter in the enclosed envelope. Please retain the other original for your files. (Please note that handwritten changes to this letter or to the attached terms and conditions will have no legal effect.)

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Once again, let me say how pleased we are that you have engaged the Firm to be of service to you in connection with the Matter. We look forward to working with you.

Very truly yours,

Stephanie Loomis-Price

I have reviewed the foregoing letter and agree to the terms stated therein.

[NAME][, individually and as][Executor of the Estate of ___, Deceased][Trustee of the ___ Trust]

(If a second client) [NAME]

[(If client is a company): COMPANY NAME]

By: COMPANY NAME]

[(If there is a third party payor): Name]

By: Name]

WINSTEAD PC

Standard Terms of Engagement for Legal Services - General ("Standard Terms of Engagement")

This Standard Terms of Engagement contains the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of the letter to which this Standard Terms of Engagement is attached (collectively, "Engagement Letter"). Therefore, we ask that you review this Standard Terms of Engagement carefully and contact us promptly if you have any questions. We suggest that you retain a copy of the Engagement Letter in your file.

Approach to Providing Services. Each client is served by a client relationship attorney (the "Client Relationship Attorney"). The Client Relationship Attorney should be someone in whom you have confidence and with whom you enjoy working; you should assume the attorney sending the Engagement Letter is the designated Client Relationship Attorney. You are free to request a change of Client Relationship Attorney at any time. Subject to the supervisory role of the Client Relationship Attorney, the work or parts of it may be performed by other lawyers and support personnel in the Firm. If you are concerned about our performance or the performance of the Client Relationship Attorney, you may call our Chief Executive Officer at 214.745.5400, or our Executive Director at 214.745.5400.

Additional Services We Provide. We frequently offer business services, many at no charge, that provide significant value to our clients and friends. For example, we provide advisories and seminars that offer timely insights and legislative updates on a variety of issues. Information received through these advisories and seminars is not to be considered as legal advice for any particular legal matter.

Services We Expressly Do Not Provide. Members of our law firm are from time to time serving in elected or appointed positions with various governmental or regulatory bodies. Members of our law firm must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you acknowledge and confirm that this engagement of the Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

You also understand that, in the course of such public service, these persons may be called upon to take positions, cast votes, adopt rules and regulations or otherwise act in a manner adverse to your business interests. You acknowledge that such events are not conflicts of interest or ethical violations of the Firm's duties to you as a client. You further acknowledge that in the course of the Firm's engagement by other clients expressly for lobbying any governmental body at the federal, state, county, or municipal level, we could be advocating positions or attempting to achieve outcomes or results for such clients that adversely affect you or your industry (often without our knowledge). You agree that the engagement of the Firm for the legal services contemplated herein does not, in and of itself, create a conflict of interest or ethical violation by virtue of our

lobbying activities. We further do not undertake or assume any duty to advise you as to what clients or positions we have undertaken in a lobbying role which would be detrimental to you or your industry.

Potential Conflicts. Because we represent many other companies and individuals, it is possible that during the time that we are representing you, some of our present or future clients may become involved in transactions or disputes with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used by such client to your material disadvantage.

Advice about Possible Outcomes. We may express opinions or beliefs concerning this matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Client Responsibilities. You agree to pay our invoice for services and expenses as explained below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information and documents relevant to our representation.

Fees. You agree to make payment upon receipt of invoice unless other billing arrangements have been agreed to in writing. Moreover, you agree that your obligation to pay our fees is not dependent on the outcome of our legal representation.

If you disagree with the fees or expenses on any invoice, please contact the Client Relationship Attorney or our Executive Director immediately. If you do not report a concern about the fees to us within 60 days after receipt of an invoice, then it will be presumed that the fees were reasonable and the services provided were necessary. We will give you prompt notice if your account becomes delinquent more than 30 days beyond the date of the invoice, and you agree to bring the account or the retainer deposit current. If the delinquency continues and you do not arrange satisfactory payment terms, we may terminate the

representation. In litigation matters, our ability to terminate or withdraw from the case may be subject to court approval. We reserve the right to pursue collection of any unpaid balance of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorney's fee.

Disbursements and Charges. While we are constantly striving to maintain these charges at rates that are lower than those maintained by others in our markets, in some instances the amounts charged may exceed the actual costs to the Firm.

We may also submit bills and invoices to you for payment to vendors directly.

Retainer and Clients' Funds. If the attached letter requires the payment of a retainer, you grant us a security interest in the retainer deposit. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. If our bills are not paid within 30 days of the date of the invoice, we may apply the retainer to those unpaid bills. At the conclusion of our legal representation, the remaining balance will be returned to you. If the retainer deposit proves insufficient to cover current expected fees, expenses and charges, it may have to be increased. Any understanding regarding a retainer deposit, which is inconsistent with the foregoing, must be expressly confirmed in the engagement letter or subsequent written communication from us.

Retainer deposits which are received to cover specific cost items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All retainers and clients' funds are held in clients' funds accounts in trust for your benefit at financial institutions in Texas. If the deposit, whether it be a retainer or other amount which we will hold for you, represents a significant amount and/or will be held for a long period of time, you may request that the deposit be placed in a segregated interest-bearing account. When the funds are small or are to be held for only a short period of time, it is our practice to place the funds in a pooled account (which does not earn interest) maintained in accordance with State Bar of Texas rules. Unless you instruct us otherwise, we will follow the above practices with respect to client funds held on your behalf.

[Date]

VIA ELECTRONIC MAIL

Mr. Client, Co-Fiduciary
Mr. Client, Co-Fiduciary

Re: Estate of Decedent (the "Estate")
The Decedent Trust (the "Trust")

Dear Client 1 and Client 2:

Following up on our recent meeting in my office, the purpose of this letter is to set forth the scope and terms of this firm's representation of you in your capacity as co-personal representatives of the Estate and as co-trustees of the Trust.

We will assist you and advise you with respect to all aspects of the post-mortem administration and distribution of the Estate and Trust; we will prepare and file all required federal and state estate tax returns; and we will render such additional advice and services as may be necessary or advisable in order to settle Decedent's affairs. Please note that we do not prepare individual and fiduciary income tax returns. Accordingly, we will coordinate the preparation of all required income tax returns with Decedent's accountant, CPA Name.

This firm will bill the Trust for our services in accordance with our standard hourly billing rates as in effect from time to time. Invoices will be sent by email, unless you request otherwise. In addition to fees for services rendered, this firm will bill the Trust for all out-of-pocket disbursements that may be incurred on behalf of the Estate and Trust in the course of the representation. Please refer to the enclosed Client Representation Memorandum for additional information about this firm's billing policies.

Also enclosed is a Joint Representation Memorandum which discusses this firm's ethical obligations to you.

If the foregoing description of the scope and terms of representation is unsatisfactory in any respect, please let me know. If I do not hear from you to the contrary, this letter, together with the enclosed Client Representation Memorandum and Joint Representation Memorandum, will serve as our retainer agreement.

We look forward to working with you to settle Decedent's affairs as quickly and efficiently as possible.

Sincerely,

FIRM NAME

By: _____
Partner

Enclosures

JOINT REPRESENTATION MEMORANDUM FOR CO-FIDUCIARIES

We have agreed to represent you as co-personal representatives of the estate and as co-trustees of the trust. There are certain aspects of this joint representation which you should understand. Because we will be representing you with respect to your duties to the estate and the trust, both of you, jointly, are the firm's client. Nothing either of you says to us is confidential from the other. However, we will be under no duty to divulge any such communications to the other. Of course, anything you discuss with us is privileged from disclosure to third parties. In this representation, we will not be able to represent you with respect to your rights as a beneficiary of the estate and the trust.

If a conflict of interest arises between you during the course of administration or if the two of you have a difference of opinion, we can point out the pros and cons of your respective positions. We would not be able to advocate one position versus the other if there is a dispute at any time as to your respective rights as a beneficiary of the estate and the trust. If actual conflicts of interest do arise between you of such a nature that in our judgment it is impossible for us to perform our ethical obligations to you, it would become necessary for us to withdraw from representing you. If that happens, we will promptly notify both of you that we cannot continue to represent either of you.

Hopefully, we will not encounter any problems of the nature discussed above, but it is our duty to explain to you the ethical rules governing the joint representation.

We look forward to working with you in connection with administration of this estate and trust and encourage you to discuss with us any concerns you may have concerning this joint representation.

ESTATE PLANNING QUESTIONNAIRE

FOR A COUPLE



INFORMATION FOR YOUR ESTATE PLANNING CONFERENCE

Attached is an estate planning questionnaire that will help us analyze your estate and make estate planning recommendations. We realize that much of this information is extremely confidential. We will hold it in the utmost confidence and treat it as privileged between client and attorney, except as you otherwise direct.

For Your Assistance in Completing the Questionnaire

Property may be owned in your individual name, in your partner's individual name, in joint tenancy, in tenancy by the entireties, in tenancy in common, or as community property. The ownership normally is shown by the registration, such as on a passbook, stock certificate, or deed. If ownership is in one person's name only, list the value in the column for that person.

Sometimes the ownership is in two or more names. If the names of the owners are followed by the words "as joint tenants," "JT TEN," or "as joint tenants with right of survivorship," this normally is regarded as joint tenancy ownership. Also, property may be held in two names as "tenants by the entireties". Any of these mean that the property automatically becomes owned by the survivor or survivors if one of the persons should die. List the full value of such jointly owned assets in the "Joint Tenancy" column.

A different kind of ownership is indicated when either the words "tenants in common" or no words follow the names. Under this type of ownership, when one of the two persons dies, the decedent's interest passes pursuant to his or her will or trust, and not automatically to the survivor. If the ownership is tenancy in common, list one-half of the value under each of the "Party 1" and "Party 2" columns but nothing under the "Joint Tenancy" ownership column.

If you have lived in one of the community property states listed on the questionnaire, some types of property will be considered community property. If you have property that you know is community property, indicate it on the questionnaire, putting half the value in each of the columns for you and your partner.

Some Matters You Should Consider Before Our Meeting

Important designations will be made on your estate planning documents. Prior to our initial conference, you and your partner should consider the person(s) or entity to be designated to fill the following roles:

1. Executor. The executor handles the probate of an estate, often assisted by an attorney. The executor is responsible for collecting the assets, determining the debt, preparing the tax returns, preparing accounts to the court for receipts and disbursements of assets, and making final distribution of the estate to the beneficiaries. This job normally extends from one to three years. You may designate an individual or a bank as sole executor or you may have co-executors - that is, two or more persons, or a bank and one or more persons, acting together. You should also consider who should be named successor or alternative executors.
2. Trustee. As part of your estate plan, we may prepare a revocable trust for you or may

create trusts upon your death in your will. You may act as trustee of your trust as long as you are able to do so. You will need one or more persons or a bank to act as successor trustee to you or as trustee upon your death. The responsibilities of the trustee may last much longer than those of the executor. The trustee is responsible for receiving assets from the executor, keeping accounts, investing and safekeeping assets, filing income tax returns for the trust, and making distributions to beneficiaries as directed by the trust instrument. Investment decisions are an important part of the trustee's responsibilities. You may designate an individual or a bank as sole trustee or you may have co-trustees. Since there will be both tax and non-tax ramifications to these choices, we will help you reach decisions in this area.

3. Guardian. If you have minor children, you and your partner may designate a guardian of the person to care for them in your will in the event both you and your partner are deceased. The guardian of the person of a minor child will have custody of the child and will be responsible for seeing to the child's personal well-being and education. Normally, the guardian of the person must be a person or a couple.
4. Agent Under Power of Attorney. As part of your estate plan we will prepare powers of attorney for health care and powers of attorney for property for you and your partner. In these documents you name another person to act on your behalf if you are unable to do so. The power of attorney for health care will allow the person you designate as your agent to make health care decisions for you. You may express your wishes or desires regarding your health care in the power of attorney. In the power of attorney for property you will give a named individual power to act in financial matters with respect to property held in your individual name. Married clients often designate their partner to act as the initial agent under power of attorney. You will need to determine whether you would like to designate your partner and who should act as successor agents, if any. You will also need to determine who should act as successor agents, if any.

ESTATE PLANNING QUESTIONNAIRE FOR A COUPLE

Personal Data (Please Print)

Date: Click here to enter text.

1. Basic Information

Click here to enter text.

Name (Party 1)

Click here to enter text.

Date of Birth

Click here to enter text.

Name (Party 2)

Click here to enter text.

Date of Birth

Place an "X" in one box to indicate where you wish to receive mail.

☐ **Principal Residence**

Click here to enter text.

Address

Click here to enter text.

Address

Click here to enter text.

City State Zip

Click here to enter text.

City State Zip

☐ **Party 1 Information**

Click here to enter text.

Office Address

Click here to enter text.

City State Zip

Click here to enter text.

Mobile Number

Click here to enter text.

Email Address

☐ **Party 2 Information**

Click here to enter text.

Office Address

Click here to enter text.

City State Zip

Click here to enter text.

Mobile Number

Click here to enter text.

Email Address

2. Marital and Family Information

- a. Are you legally married?
☐ Yes If yes, place and date of marriage: Click or tap here to enter text.
☐ No
- b. If either party was previously married, please furnish a copy of any divorce decree, property settlement, or related agreement.
- c. Are both parties U.S. Citizens?
☐ Yes
☐ No
Is either party a citizen of another country: Click or tap here to enter text.

d. Children

Names of Children	Birth Date	Child of both parties?	Adopted?
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

If a child has special needs please supply details below:

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

- e. Do you have genetic material in storage?
☐ Yes If yes, please furnish contract.
☐ No

- f. Other Parties (other than children) with special needs (such as health problems, physical or mental handicaps, financial needs, etc.) who you may have to support:

Name	Relationship
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

- g. Do any of the people you expect to name as recipients under your estate plan have substance use issues, a history of mental illness, or special needs?

- ☐ Yes
☐ No

3. General Financial Information

- a. Please place an "X" next to any of these states that you have lived in while married.

☐ Arizona ☐ Oklahoma ☐ California ☐ Oregon ☐ Idaho ☐ Texas

☐ Louisiana ☐ Washington ☐ Nevada ☐ Wisconsin ☐ New Mexico

- b. Are either of you the creator, trustee, or beneficiary of any trust?

- ☐ Yes If yes, please furnish a copy of the trust.
☐ No

- c. Have either of you executed any other documents of an estate-planning nature (such as a will, a living will, a premarital or postmarital agreement, or power of attorney for property or health care)?

- ☐ Yes If yes, please furnish a copy of any of the documents.
☐ No

- d. Do either of you anticipate receiving any bequests or inheritances?

- ☐ Yes
☐ No

- e. Have either of you filed a gift tax return?

- ☐ Yes If yes, please furnish a copy of each return.
☐ No

ESTATE PLANNING QUESTIONNAIRE FOR A COUPLE

Financial Data (Please Print)

Date: Click here to enter text.

1. Names

Click here to enter text.

Name (Party 1)

Click here to enter text.

Name (Party 2)

2. Assets (estimated at current market value – approximate values are better than no values)

Amount and Ownership

	Party 1	Joint	Party 2
Cash and Cash Equivalents (checking, savings, and money market accounts)	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>
Stocks and Other Investments (excluding retirement accounts)			
Publicly traded stock (total value)	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>
Closely held stock	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>
Options	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>
Bonds	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>
Partnership Interests	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>
Restricted Stock (RSU)	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>	<u>\$ Click here to enter text.</u>

Real Estate

Include co-ops or condominiums.
For each property, attach a copy of deed if readily available.

Party 1

Joint

Party 2

Personal Residence

Address (if not shown before):

\$ Click here to
enter text.

\$ Click here to
enter text.

\$ Click here to
enter text.

Click here to enter text.

Click here to enter text.

Mortgage balance: \$ Click here to enter text.

Other real estate – Type**

Address (include county and state):

\$ Click here to
enter text.

\$ Click here to
enter text.

\$ Click here to
enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

Mortgage balance: \$ Click here to enter text.

If income-producing, net annual revenue

\$ Click or tap here to enter text.

Additional space (if needed):

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

*If assets are held in joint tenancy or co-tenancy, please indicate next to asset, name of other tenants and percentage you contributed toward purchase of the asset

**such as a second residence, farmland, real estate leased to business or oil and gas

Life Insurance Policies – Death Benefits

Insured (Party 1 or Party 2)	Last to Die	Work (W) or Private (P)	Annual Premium	Cash Value	Death Benefit	Designated Beneficiary
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Retirement Accounts

IRA, 401(k), Pension and Profit Sharing

IRA

\$ Click here to enter text.

\$ Click here to enter text.

Designated Beneficiary

Click here to enter text.

401(k)

\$ Click here to enter text.

\$ Click here to enter text.

Click here to enter text.

Keogh or H.R. 10 Plan

Estimated account balance

\$ Click here to enter text.

\$ Click here to enter text.

Click here to enter text.

Deductible contributions

\$ Click here to enter text.

\$ Click here to enter text.

Click here to enter text.

Nondeductible contributions

\$ Click here to enter text.

\$ Click here to enter text.

Click here to enter text.

Individual Account or IRA Rollover Trust

Click here to enter text.

Amount and Ownership

Party 1

Joint

Party 2

Other Property (include collections, copyrights, patents, coins, artwork, or personal effects of significant value)

\$ Click here to enter text.

\$ Click here to enter text.

\$ Click here to enter text.

Liabilities (other than those specified above)

\$ Click here to enter text.

\$ Click here to enter text.

\$ Click here to enter text.

Additional space (if needed):

Click or tap here to enter text.

Click or tap here to enter text.



Preserving wealth...
and relationships

PASTERNAK & FIDIS, P.C.

7101 Wisconsin Avenue | Suite 1025
Bethesda, MD 20814-4805

T 301.656.8850

F 301.656.3053

ESTATE AND TRUST ADMINISTRATION CHECKLIST

Updated as of 10/5/2021

Please bring all of the following items that you can readily locate. We know that you may not be able to obtain or locate all of the items before our first meeting. Also, not all of these items are applicable in every case.

COMMENTS
(yes/no/not applicable)

1 Death certificates

2 Original Will, if not held by Pasternak & Fidis, P.C.

3 Copy of any trust agreement in which the decedent had any interest

4 The following information for all individuals named in a Will or Revocable Trust:
(i) name, (ii) date of birth, (iii) address, (iv) phone number, and (v) e-mail address

5 Name, relationship, and date of death of any descendant of the decedent who
predeceased the decedent

6 Copies of brokerage account statements (prior to and covering month of death;
include ALL pages)

7 Copies of bank account statements (prior to and covering month of death; include
ALL pages)

8 Copies of mutual fund account statements (prior to and covering month of death;
include ALL pages)

9 Copies of Individual Retirement Account (IRA) account statements (prior to and
covering month of death; include ALL pages), including beneficiary designation
information

10 Copies of any other retirement account statements (prior to and covering month of
death; include ALL pages), including beneficiary designation information

11 Was the decedent 70 ½ and taking minimum required distributions (MRD) from
any retirement accounts? Was MRD taken in current year?

12	Life insurance policies, including beneficiary designation information	
13	Copies of annuity statements (prior to and covering month of death; include ALL pages)	
14	Stock/Bond certificates	
15	Bitcoin, asset-backed tokens, or other forms of cryptocurrency	
16	Copy of deed(s) to real estate or time-shares	
17	Copy of homeowner's insurance policy (only if property is rendered vacant at death)	
18	Copy of co-operative agreement(s), including copy of stock/ownership certificate(s)	
19	Copies of documentation for any other assets that the decedent had an interest in, including limited partnerships, limited liability companies, etc.	
20	Copies of titles to cars and car insurance policies	
21	Did the decedent own any firearms? If so, provide copies of any applicable registration information	
22	Were there any Uniform Transfers to Minor Act (UTMA) accounts set up by the decedent, where the decedent was a custodian? If so, provide copy of statement	
23	Did the decedent receive any assets that are in the gross estate from another decedent who died within the last 10 years?	
24	Copy of Frequent Flier Miles statement	
25	Location of safe deposit box and contents, if known	
26	Copies of the most recent federal and state income tax returns filed (preferably 3 years prior to year of death)	

27	Was the decedent making estimated income tax payments? If so, when is the next payment due?	
28	Did decedent own a business?	
29	Copies of tax returns for decedent's business(es)	
30	Copies of any gift tax returns filed by the decedent	
31	If the decedent's spouse predeceased the decedent, please provide a copy of any federal or state estate tax return(s) filed for the predeceased spouse's estate <u>and</u> the predeceased spouse's core estate planning documents	
32	Current bills of the decedent such as credit cards, utilities, etc. (if any bills need urgent attention, please let us know)	
33	Confirm what bills, if any, are directly debited from decedent's accounts	
34	Mortgage statement(s) and current balance due (prior to and covering month of death; include ALL pages)	
35	Funeral bills	
36	Is there any pending litigation to which the decedent was a party, or a potential claim for damages against the decedent involving an insurance settlement? If so, provide information	
37	If the decedent was a party to a prenuptial, postnuptial, domestic partnership or co-ownership agreement, please provide a copy of the agreement.	
38	If the decedent was a party to a separation agreement or property settlement agreement related to a divorce, please provide a copy of the agreement and a copy of the decedent's divorce decree.	
39	Is there any malpractice claim or other claim which the decedent may have had against anyone or may be pending against the decedent? If so, provide information	
40	Was the decedent participating in any state or federal medical assistance programs?	
41	Copies of any outstanding promissory notes, loans, or other similar documents of which decedent (either individually or otherwise) was the lender.	

ADEQUATE DISCLOSURE CHECKLIST

STEPHANIE LOOMIS-PRICE
WINSTEAD PC
600 Travis Street, Suite 5200
Houston, Texas 77002
713.650.2750
713.650.2400 *fax*
sloomisprice@winstead.com

ADEQUATE DISCLOSURE CHECKLIST FOR TRANSFER TAX RETURN¹

Client:
Appraiser/Date:
Asset Transferred:
Date of Gift:

ADEQUATE DISCLOSURE, GENERALLY

If a gift or bequest (defined as “transfer” for purposes of this set of checklists) is not adequately disclosed for the calendar year period in which the transfer occurred, the statute of limitations is not tolled on the transfer, and the Internal Revenue Service is free to audit the transfer at any time, which could result in additional tax and interest, potential penalties, and even additional tax on later transfers, given that the gift tax computation takes into account earlier gifts.

On the other hand, if adequate disclosure occurs, the statute of limitations will run its course, and the nature of the transfer and the basis for the value reported may not be examined by the Service after the statute’s expiration. This general rule is applicable to transfers made after August 5, 1997. For gifts made prior to that date, the Service was barred from revaluation related to any transfer in a year in which a gift tax return was filed, gift tax was paid or assessed, and the statute of limitations had run.

Adequate Disclosure Requirements	Support	Y/N	Authority
1. Description of transferred property and any consideration received by transferor			Treas. Reg. § 301.6501(c)-1(f)(2)(i)
2. Identity of, and relationship between, transferor and transferee(s)			Treas. Reg. § 301.6501(c)-1(f)(2)(ii)
3. If property is transferred in trust, trust’s tax identification number and either: (a) brief description of terms governing trust, or (b) copy of trust instrument			Treas. Reg. § 301.6501(c)-1(f)(2)(iii)
4. Either of:			Treas. Reg.

¹ Original format created by Tom Overbey, ACTEC Fellow; toverbey@artaxlaw.com; re-formulated by Stephanie Loomis-Price, ACTEC Fellow, sloomisprice@winstead.com.

Adequate Disclosure Requirements		Support	Y/N	Authority
<p>(a) Appraisal meeting these requirements:</p> <p>(i) Is prepared and signed by individual who:</p> <p>(1) holds himself out to public as appraiser or regularly performs appraisals;</p> <p>(2) is qualified to make appraisals of type of property being valued, based on qualifications described in appraisal; and</p> <p>(3) is someone other than donor, donee, member of family of donor or donee, or employee of donor, donee, or member of family of donor or donee.</p> <p>(ii) Provides:</p> <p>(1) date of transfer, date of appraisal, and purpose of appraisal;</p> <p>(2) description of transferred property;</p> <p>(3) description of appraisal process;</p> <p>(4) description of assumptions, conditions, and restrictions affecting appraisal;</p> <p>(5) all information considered in determining appraised value;</p> <p>(6) procedures followed and underlying reasoning;</p> <p>(7) valuation method used, rationale for method, and procedure used in determining fair market value of transferred property; and</p> <p>(8) specific basis for valuation.</p>	<p>(b) Detailed description meeting these requirements:</p> <p>(i) Includes:</p> <p>(1) financial data (e.g., balance sheets with explanations of adjustments) utilized in determining value;</p> <p>(2) restrictions on transferred property considered in determining fair market value; and</p> <p>(3) description of adjustments claimed in valuing transferred property (e.g., discounts for blockage, minority or fractional interests, and lack of marketability).</p> <p>(ii) If transferred property is interest in actively traded entity on established exchange, includes:</p> <p>(1) recitation of exchange where interest is listed;</p> <p>(2) CUSIP number of security; and</p> <p>(3) mean between highest and lowest quoted selling prices on valuation date.</p> <p>(iii) If transferred property is interest in entity not actively traded, includes:</p> <p>(1) discounts claimed in valuing interests in entity or assets owned by entity;</p> <p>(2) net asset value of entity;</p> <p>(3) pro rata portion of entity transferred; and</p> <p>(4) fair market value of interest transferred as reported on return.*</p> <p>(iv) If entity in which interest was transferred is not actively traded and owns interest in non-actively traded entity, provides information required in (ii) above for second entity if information is relevant and material in determining value of first entity.</p>			§ 301.6501(c)-1(f)(2)(iv)
5. Statement describing any position taken contrary to proposed, temporary, or final Treasury Regulations or revenue rulings published at time of transfer.				Treas. Reg. § 301.6501(c)-1(f)(2)(v)

* This statement may be omitted if the fair market value of the entity is properly determined without regard to net asset value. However, the Regulations place the burden on the taxpayer for demonstrating that the value is properly determined by some other method.

Pursuant to Treas. Reg. § 1.1704-13(c)(5)(iv), the following persons cannot be qualified appraisers:

1. Donor or taxpayer reporting sale on income tax return; member of family of donor or donee or selling taxpayer;
2. Party to transaction in which donor or seller acquired subject property, unless property is transferred within two months of acquisition and appraised value does not exceed acquisition price;
3. Person(s) or business entities receiving or purchasing subject property;
4. Employee of person or organization listed above;
5. Person related to, or married to person related to, person or organization listed in I.R.C. § 267(b); or
6. Appraiser regularly used by excluded person described in categories 1-3 above and who does not perform majority of appraisals made during taxable year for other persons.

GIFTS OF INTERESTS IN CORPORATIONS, PARTNERSHIPS, AND TRUSTS ONLY

Gifts² of interests in a corporation, partnership, or trust on or after January 28, 1992 (*i.e.*, gifts subject to the special valuation rules of I.R.C. §§ 2701, 2702) or the occurrence of a subsequent taxable event due to a failure to make timely payments of qualified payments under § 2701 (*i.e.*, taxable events described in Treas. Reg. § 25.2701-4) must provide the information below, in addition to that listed above, in order to adequately disclose the transfer. Note that the entire transaction or series of transactions (including any transaction affecting the transferred interest) of which the gift was a part should be disclosed. See Treas. Reg. § 301.6501(c)-1(e)(2).

Adequate Disclosure Requirements Specific to Transfers of Interests in Corporations, Partnerships, Trusts (subject to Chapter 14)	Support	Y/N	Authority
1. Description of transaction, including description of transferred and retained interests and method(s) used to value each			Treas. Reg. § 301.6501(c)-1(e)(2)(i)
2. Identity of, and relationship among: (a) transferor, (b) transferee, (c) all persons participating in transaction, and (d) all parties related to transferor holding equity interest in any entity involved in transactions			Treas. Reg. § 301.6501(c)-1(e)(2)(ii)
3. Detailed description, including actuarial factors and discount rates used, of method used to determine amount of gift arising from transfer or taxable event			Treas. Reg. § 301.6501(c)-1(e)(2)(iii)
4. If transfer is of entity interest not actively traded, detailed description of financial and other data used in determining value, generally including: (a) balance sheets, (b) statements of net earnings, (c) operating results, and (d) dividends paid for each of 5 years immediately before valuation date			Treas. Reg. § 301.6501(c)-1(e)(2)(iii)

² Note that these adequate disclosure provisions, by their terms, only apply to Chapter 12 (gifts) (and apparently not to Chapter 11 (bequests)).

March 28, 2022

Stephanie Loomis-Price
direct dial: 713.650.2750
sloomisprice@winstead.com

BY EMAIL

Re: [Matter Name]

Dear _____:

Please allow this letter to confirm that our representation of you in connection with _____ has been concluded. We are pleased to have had the opportunity to represent you. Of course, if you have need of additional legal services or advice in the future, please do keep us in mind, and we shall be pleased to consider undertaking representation of you at that time.

Very truly yours,

Stephanie Loomis-Price