

BUSINESS PLANNING GUIDE



LAW OFFICES OF ANTHONY L. BARNEY, LTD.
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WELCOME

Thank you for selecting the Law Offices of Anthony L. Barney, Ltd. to provide your business planning needs. The Business Planning Guide booklet has been prepared as a convenience to assist you in the establishment of your business, and as an informational tool to help us establish a proper business entity that meets your needs and expectations.

The **Business Planning Guide** booklet is comprised of seven sections, inclusive of this section. Sections 2-7 are described briefly as follows:

Section 2: Biographical Information of Anthony L. Barney, Ltd.

This section sets forth the biographical information of Anthony L. Barney, Esq., and Tiffany S. Barney, Esq.

Section 3: Location and Driving Directions

This section provides our office location and driving directions to our office from various points in the Las Vegas region.

Section 4: Business Planning Questionnaire

This section is provided so that you may list your business owners and operators, and designate your business classification.

Section 5: Business Asset Inventory Checklist Outline

This section provides you with an overview of various types of business assets, which ownership should be properly documented in the company records.

Section 6: Resident Agent Services Agreement

The section provides you with the Firm's resident agent services agreement concerning your business entity.

Section 7: Legal Fee Policy

This section explains our billing fees and procedures.

Section 8: Privacy Policy

This section sets forth the policies regarding privacy and safekeeping of your information.

BIOGRAPHICAL INFORMATION OF ANTHONY L. BARNEY

Anthony (“Tony”) Barney was born in Portland, Oregon and was raised in Las Vegas, Nevada. He graduated from Western High School, and received his Bachelors of Science (B.S.) degree in Zoology from Brigham Young University (“BYU”) in Provo, Utah. While at BYU, he became a member of the Phi Theta Kappa Honor Society. He returned to Las Vegas and received his Masters of Science (M.S.) degree in Kinesiology from the University of Nevada, Las Vegas. He then attended law school at the University of Missouri, Kansas City (“UMKC”) and received his Juris Doctor (J.D.) degree. At UMKC, he was recognized as a Dean’s Honor Roll student. He also served as president of the Federalist Society at UMKC. Thereafter, he completed his Masters in Taxation (LL.M.) degree at the University of Missouri, Kansas City and returned to Las Vegas. Tony is currently licensed to practice law in Nevada and Idaho.

Tony practices in the area of estate and business planning, and related litigation. He commonly provides continuing legal education to members of the Nevada Bar. His past lectures are available at <http://www.anthonybarney.com/resources.html>. He has been a guest legal analyst on the television series, Tina & Friends. He focuses his business planning practice on business entity analysis, entity conversion, proper formation, maintenance, and business succession planning, and related taxation (i.e buy-sell agreements and business integration with estate and asset protection planning) of corporations, limited partnerships, and limited-liability companies. He commonly prepares and reviews business contracts for his individual and business clients.

He focuses his estate planning practice in the preparation of wills, revocable living trusts, revocable trusts, and irrevocable trusts, including domestic asset protection trusts. He has been a guest lecturer to various civic and private insurance providers in the areas of trust and estate planning. His past lectures are available at <http://www.anthonybarney.com/resources.html>.

He prepares real estate transactions related to estate planning, which include transfers on death deeds, trust deeds, and agreements relating to real estate. He also prepares residential and commercial contracts and other court documents related to landlord/tenant matters, including but not limited to leases and eviction proceedings.

Tony also assists clients in probate and trust administration. He prepares and assists in the preparation of federal estate tax returns [IRS Form 706]. He represents fiduciaries or beneficiaries in litigated disputes relating to wills, trusts, and estate matters.

Tony is a member of the Nevada State Bar Association, the Idaho State Bar Association, Idaho Trial Lawyer’s Association, and the Southern Nevada Estate Planning Council. He is a passionate advocate for his clients, having argued in the justice, family, probate, and business courts of the Eighth Judicial District of Nevada and before the full panel of Nevada Supreme Court. He serves as a professional advisor to various local charities in the Southern Nevada region. He is fluent in Spanish. Tony is the president and sole shareholder of Anthony L. Barney, Ltd.



BIOGRAPHICAL INFORMATION OF TIFFANY S. BARNEY

Tiffany Barney was born and raised in Las Vegas, Nevada. She graduated as valedictorian from Western High School and received a Bachelor of Sciences degree from Brigham Young University ("BYU") in Provo, Utah. She received a four-year scholarship to attend BYU, and was on the Dean's List. She completed a semester abroad in Paris, France, learning the French culture and language. Shortly after graduating BYU, she served a mission for her church in Rome, Italy where she learned to read, speak and write the Italian language. Tiffany then attended UNLV William S. Boyd School of Law. At UNLV, she participated in the Child Welfare Clinic as a student attorney for two semesters wherein she represented many different children in administrative and court proceedings. The children she represented ranged in ages from three to nineteen years of age. Tiffany graduated cum laude from UNLV Boyd School of Law, and is licensed to practice law in Nevada.

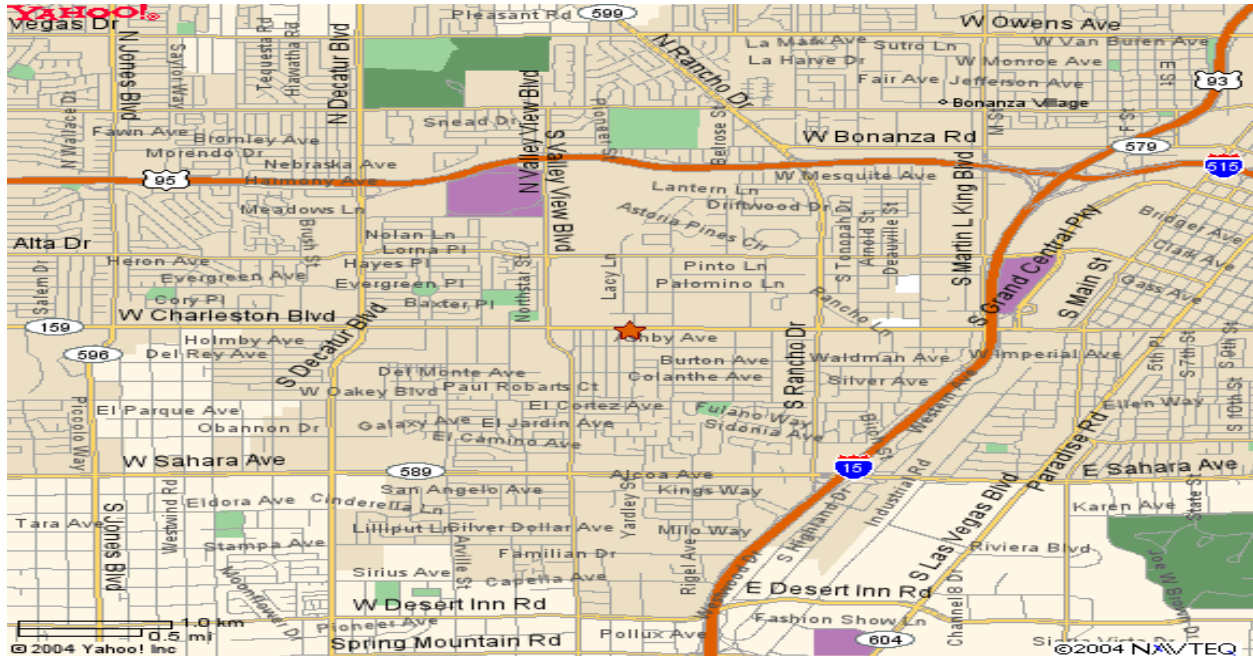
She is a passionate advocate for rights of her clients, and argued before the justice, family, probate, and district courts of the Eight Judicial District of Nevada, and has assisted in the appellate advocacy of the firm before the Nevada Supreme Court.

Tiffany practices in the area of estate and business planning and formation, lien, foreclosure and eviction law, civil litigation, and domestic relations law, including divorce and child custody matters. Tiffany is a member of the Nevada Trial Lawyer's Association and Nevada State Bar Association. Tiffany is also a Notary Public for the state of Nevada.












LOCATION AND DRIVING DIRECTIONS

The Law Offices of Anthony L. Barney, Ltd. are located at 3317 W. Charleston Blvd., Suite B, Las Vegas, Nevada 89102-1835. The office is located east of Valley View Boulevard and west of Campbell Drive on the south side of Charleston Boulevard. A map to the office and driving directions from Henderson, Summerlin, and North Las Vegas are provided below:



DIRECTIONS FROM HENDERSON

-  1. Start out going NORTHEAST on E LAKE MEAD DR/NV-564 E. 0.1 miles;
-  2. Make a U-TURN at TAYLOR ST onto E LAKE MEAD DR. 1.7 miles;
-  3. Merge onto I-515 N/US-93 N/US-95 N. 14.2 miles;
-  4. Merge onto I-15 S via EXIT 76A toward LOS ANGELES. 1.2 miles;
-  5. Take the 41 exit- EXIT 41. 0.2 miles;
-  6. Merge onto S MARTIN L KING BLVD. <0.1 miles;
-  7. Turn RIGHT onto W CHARLESTON BLVD/NV-159 W. 1.4 miles;
-  8. Make a U-TURN at BARNARD DR onto W CHARLESTON BLVD/NV-159 E. <0.1 miles;
-  9. End at 3317 W Charleston Blvd, Suite B, Las Vegas, NV 89102-1835.

DIRECTIONS FROM SUMMERLIN



1. Start out driving toward Summerlin Parkway;



2. Merge onto E SUMMERLIN PKWY.;



3. Take US-95 S. 2.6 miles;



4. Take the VALLEY VIEW BLVD exit- EXIT 78. 0.3 miles;



5. Turn SLIGHT RIGHT onto S VALLEY VIEW BLVD. 1.0 miles;



6. Turn LEFT onto W CHARLESTON BLVD/NV-159 E. 0.3 miles;



7. End at 3317 W Charleston Blvd, Suite B, Las Vegas, NV 89102-1835.

DIRECTIONS FROM NORTH LAS VEGAS



1. Start out going SOUTH on CONSTITUTION WAY toward CIVIC CENTER DR/NV-607 N. 0.1 miles;



2. Turn LEFT onto CIVIC CENTER DR/NV-607 S. 0.1 miles;



3. Turn RIGHT onto E LAKE MEAD BLVD/NV-147. Continue to follow E LAKE MEAD BLVD. 1.1 miles;



4. Merge onto I-15 S. 2.8 miles ;



5. Take the 41 exit- EXIT 41. 0.29 miles;



6. Merge onto S MARTIN L KING BLVD. <0.9 miles;



7. Turn RIGHT onto W CHARLESTON BLVD/NV-159 W. 1.4 miles;



8. Make a U-TURN at BARNARD DR onto W CHARLESTON BLVD/NV-159 E. <0.1 miles;



9. End at 3317 W Charleston Blvd, Suite B, Las Vegas, NV 89102-1835.

BUSINESS PLANNING QUESTIONNAIRE

ANTHONY L. BARNEY, LTD.

1. Biographical Information

Business Agent	Business Entity
Full Name (as it appears on legal documents)	Name of Business Entity ¹
Address:	Fictitious Name (DBA):
Residential, Cellular, and Facsimile Telephone:	Business Address:
Internet E-mail Address:	Business Telephone:
Date of Birth:	Business Facsimile:
Social Security Number:	Name of Business Financial Institution:
Occupation:	Address of Financial Institution:
Marital Status: Married / Divorced / Separated	Business E-mail Address:

¹NRS 78.035(1) A name appearing to be that of a natural person and containing a given name or initials must not be used as a corporate name except with an additional word or words such as "Incorporated," "Limited," "Inc.," "Ltd.," "Company," "Co.," "Corporation," "Corp.," or other word which identifies it as not being a natural person.

NRS 86.171(1) The name of a limited-liability company formed under the provisions of this chapter must contain the words "Limited-Liability Company," "Limited Liability Company," "Limited Company," or "Limited" or the abbreviations "Ltd.," "L.L.C.," "L.C.," "LLC" or "LC." The word "Company" may be abbreviated as "Co."

NRS 87.450(1) The name proposed for a registered limited-liability partnership must contain the words "Limited-Liability Partnership" or "Registered Limited-Liability Partnership" or the abbreviation "L.L.P." or "LLP" as the last words or letters of the name and must be distinguishable on the records of the Secretary of State from the names of all other artificial persons formed, organized, registered or qualified pursuant to the provisions of this title that are on file in the Office of the Secretary of State and all names that are reserved in the Office of the Secretary of State pursuant to the provisions of this title.

2. Shareholders/Members/Partners/Owners: Please name all company shareholders, members, partners, owners of the business entity. *(Attach additional sheets if necessary)*

Name	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

Name	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

Name	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

Name	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

Name	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

3. Directors/Managers: Please name all company Directors or Managers of the business entity. *(Attach additional sheets if necessary)*

Name	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

Name	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

Name	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

Name	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

4. Company Officers: Please name all company officers of the business entity. (*Attach additional sheets if necessary*)

Name of President/General Manager	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

Name of Vice President/Assistant General Manager	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

Name of Secretary	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

Name of Treasurer	Social Security Number (Optional)	Date of Birth
Address	Telephone	Sex Male / Female

5. Entity Classification

Entity Classification for Nevada State Law:	Entity Classification for Federal Income Tax: Sole Proprietorship / Partnership / Corporation
S-Corporation Election Yes / No	Name and Address of Resident Agent

BUSINESS ASSET INVENTORY CHECKLIST OUTLINE

ANTHONY L. BARNEY, LTD.

1. **Real Estate** *(Include all mineral, mining, and water rights, licenses, and leases)*
 - a. Legal description, including copy of recorded deed, and documentation involving mineral or other mining leases, water rights, licenses, and homestead and/or allodial title
 - b. Common description or street address, including street number, street, city, county, and state
 - c. Assessor's parcel number from tax bill or online (for Nevada real property) at <http://www.co.clark.nv.us/assessor/assessor.htm>.
 - d. Character of property (*residential, commercial, farm, home lot, acreage, etc.*)
 - e. Exact name(s) on deeds (grantor(s) and grantee(s)).

2. **Real Estate Contracts** *(Real estate, as defined above, being purchased by you on a contract instead of a mortgage)*
 - a. Exact name of seller(s).
 - b. Exact name of buyer(s).
 - c. Legal description of property
 - d. Assessor's parcel number
 - e. Provide copy of contract with date of execution.
 - f. Provide recording documents, if applicable.

3. **Securities Account** *(Securities held by broker or in dividend reinvestment accounts. List IRA's under section 12)*
 - a. Exact name on account
 - b. Exact name and address of stockbroker or mutual fund.
 - c. Account Number

4. **Securities** *(Stocks and Bonds for which you hold the actual certificates. List money market accounts under section 5. List closely-held stock under section 11)*
 - a. Type of account (stock, bond, mutual funds)
 - b. Exact name of company
 - c. Certificate number(s).
 - d. Number of shares for each certificate.
 - e. Exact name(s) of owner(s).
 - f. Type (stock, bond, mutual funds, etc.)

5. **Checking, Savings and Other Cash Account** *(List CD's under section 6 and IRA's under section 12)*
 - a. Type of account (checking, savings, etc.)
 - b. Exact name of account
 - c. Exact name of financial institution
 - d. Address of financial institution
 - e. Account number
 - f. Name of each authorized person to sign checks or make withdrawals
 - g. Number of signatures required.

6. **Certificates of Deposit; Bonds & T-Bills**
 - a. Exact name(s) on certificate
 - b. Number of certificate
 - c. Face amount of certificate
 - d. Exact name and address of issuing institution or agency.

7. **Promissory Notes Receivable** *(Money owed to you, including trust deeds and mortgages.)*
 - a. Exact name(s) of maker(s)
 - b. Exact name(s) of payee(s)
 - c. Original amount of note
 - d. Date note was signed
 - e. If secured by mortgage or trust deed, include assessor's parcel number and provide a copy of the recorded document that shows:
 - (1) Legal description, including county and state; and
 - (2) recording information, including date, book, page, and instrument number.

8. **Judgments; Amounts or Funds Receivable** *(Judgments or other Judicial decrees or orders relating to you personally; other documented amounts due or owing to you. Exclude oral promises; and debts owed to businesses)*
 - a. Exact name of debtor
 - b. Address of debtor or other contact information

- c. Date debt established.
 - d. Purpose and type of debt. (*Provide copy of judgment, decree, court order, or other documents.*)
- 9. Life Insurance Policies, Long-Term Care Insurance, and Annuity Policies**
- a. Exact name of company
 - b. Address of insurance company
 - c. Name of insured
 - d. Name of owner
 - e. Type of owner (individual, corporation, partnership, etc.)
 - f. Policy number
 - g. Exact name(s) of primary beneficiary(ies)
 - h. Exact name(s) of contingent beneficiary(ies)
 - i. Type of insurance (*term, whole life, universal life, survivorship, etc*) or type of annuity. (*Provide copy of face page of policy and recent policy statement*)
- 10. Vehicles, Boats, Motor Homes, etc.**
- a. Manufacturer/trade name/make
 - b. Model
 - c. Vintage or serial number
 - d. Year
 - e. Exact names on title or purchase receipt
- 11. Other Business Interests**
- a. Name and location of business
 - b. Type of entity (*partnership, corporation, limited-liability company, etc*)
 - c. Description of your interest (*shares, percentage ownership, etc.*) including certificate numbers (*for stock*) or agreement dates (*for partnership and limited-liability company interests*)
 - d. Is there a buy-sell agreement or other restrictions on transfers of assets? Explain.
 - e. Is there any life insurance owned by the business on your life or the lives of your employees?
- 12. IRA and KEOGH Accounts; Other Employee Death/Retirement Benefits**
- a. Name and address of employer, lodge, association, union, bank, broker, etc.
 - b. Employee and membership
 - c. Exact name of employee
 - d. Nature and extent of benefits
 - e. Exact name(s) of primary beneficiary(ies)
 - f. Exact name(s) of the contingent beneficiary(ies)
- 13. Safety-Deposit Boxes**
- a. Name of bank, financial institution, or vault company
 - b. Box number
 - c. Signatories/Authorized Users
- 14. Other Rights and Interests** (*Please provide a copy of all information*)
- a. Contracts, such as club membership (golf memberships, etc.), timeshare interests, royalties, residuals, etc.
 - b. Copyrights, patents, other intellectual property rights, etc.
 - c. Expected inheritances; benefits and rights under existing trusts, including powers of appointment (*specific and general*).
 - d. Other assets not mentioned

REGISTERED AGENT SERVICES BY ANTHONY L. BARNEY, LTD.

Business Name	
Business Entity	<input type="checkbox"/> -corporation; <input type="checkbox"/> -nonprofit corporation; <input type="checkbox"/> -close corporation ; <input type="checkbox"/> -limited partnership; <input type="checkbox"/> -LLC (limited-liability company); <input type="checkbox"/> -business trust
Address	

Under Nevada law, each business that is created through the Secretary of State’s office — corporations, limited-liability companies, limited partnerships, business trusts, etc. — is required to have a “registered agent”. The registered agent must have a Nevada street address, and that address will be used for the service of complaints and other legal notices. The address of the registered agent is the “registered office” for the business in Nevada.

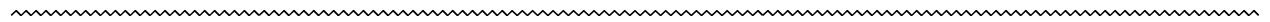
You may choose any individual or company with a Nevada street address to serve as registered agent. If you do not already have another registered agent, Anthony L. Barney, Ltd. or its attorney(s) (“The Firm”) are willing to serve in that capacity. Please initial the option below that applies to you, and sign this form, and return it in the envelope provided.

15. _____ The services of Anthony L. Barney, Ltd. are hereby declined. I agree to be responsible for engaging a registered agent for the business and to be responsible for all costs related to any change of registered agent.

16. _____ On behalf of the business named above, I, undersigned, agree to pay, in advance, a start-up fee of \$50 plus \$150 per year for Anthony L. Barney, Ltd. or its attorney(s) to serve as registered agent. The sole responsibility of Anthony L. Barney will be to accept legal service of process on behalf of the business and to forward it by courier for delivery within in two business days to the address shown above. The business shall reimburse Anthony L. Barney, Ltd. for courier costs, all fees paid to the secretary of State, and other out-of-pocket expenses,* including any fee charged by the Nevada Secretary of State for the firm to resign as registered agent if the services are not renewed for any subsequent year.

17. _____ On behalf of the business named above, I, undersigned, agree to pay, in advance, \$350 per year for Anthony L. Barney, Ltd. or its attorney(s) to serve as registered agent and to prepare standard consent resolutions in lieu of the annual minutes of a combined shareholders’ and directors’ meeting. In addition, Anthony L. Barney, Ltd. will accept legal service of process on behalf of the business and forward it by courier for delivery within in two business days to the address shown above. The business shall reimburse Anthony L. Barney, Ltd. for courier costs, all fees paid to the secretary of State, and other out-of-pocket expenses,* including any fee charged by the Nevada Secretary of State for the firm to resign as registered agent if the services are not renewed for any subsequent year.

By: _____ Date



*NOTE: If Anthony L. Barney, Ltd. or its attorney(s) is engaged as registered agent, Anthony L. Barney, Ltd. or its attorney(s) shall not be responsible to open or otherwise handle mail or deliveries it receives by reason of its service as registered agent for the business. With respect to such mail, unless other arrangements are agreed to in writing:

- Any item received C.O.D. will be refused, and any bulk or third-class mail shall be retained for pickup for 30 days, after which it will be discarded.
- Any first-class mail, courier deliveries, or packages shall be forwarded to the business — using a delivery method equivalent to the one used by the original sender — at the address shown, and the business will pay Anthony L. Barney, Ltd. \$1 for each piece of first-class mail, \$5 for each item delivered by courier, and \$10 for each box or parcel, plus actual costs of postage, courier fees, and other delivery charges.

LEGAL FEE POLICY

ANTHONY L. BARNEY, LTD.

1. General Rule. This document sets forth the general nature of how you will be billed for our services. You should review it carefully because if you request or accept services from us, you will be deemed to have agreed to pay our fees and costs, which will be billed in accordance with this policy statement and any fee agreement. Unless we agree otherwise in writing, you, in most cases, will be billed "by the hour" for all services we render. If you sign an engagement agreement, you will be billed under the terms of that agreement and this policy statement, and the engagement agreement will supersede anything to the contrary in this statement. ***IF YOU DISAGREE WITH ANYTHING IN THIS POLICY STATEMENT, YOU SHOULD INSTRUCT US NOT TO RENDER ANY SERVICES UNTIL A WRITTEN ENGAGEMENT AGREEMENT HAS BEEN SIGNED BY YOU AND BY US.***

2. Base Fees. If you and we agree to a set fee 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.), the engagement agreement state the specific services covered by that fee. The base fee is a minimum fee that covers only the services specified and is not all inclusive. For some services, such as business formation and prenuptial agreements, the base fee pays only for the standard forms, and all customization is billed by the hour. For trusts, one revision is usually included in the base fee. The base fee does not cover any legal service unless specifically agreed by us in writing, and our time to render services not covered by the base fee will be billed by the hour.

3. Billed by the Hour. When services are "billed by the hour," you will be charged for the time that we expend rendering legal services, which is calculated at the Firm's standard hourly rates that are in effect at the time the services are rendered. Although billing rates are stated as hourly rates, time will be billed in tenth-hour (six-minute) increments. The current hourly billing rate for attorney Anthony L. Barney is \$350, the hourly billing rate for attorney Tiffany S. Barney is \$300, the hourly billing rate for law clerks is \$175, the hourly billing rate for paralegals is \$125, and the hourly billing rate for administrative assistants is \$75. Our billing rates are adjusted periodically and upon adjustment will automatically apply to your case for all services performed thereafter. The current billing rate for any professional is available upon request at any time. In addition to being billed pursuant to a set fee or being billed by the hour, we charge for some services based upon the reasonable value of our services to you. The factors we consider include: the time and effort required; the time limitations imposed by you or by the circumstances; the novelty and difficulty of the questions involved and the skill required to perform the legal services properly; the experience, reputation, and ability of the lawyer performing the services; in specified instances, the amount involved or the results obtained; the nature and length of our relationship; and the customary charges for comparable legal services. Regarding our billing policies, you also should understand the following:

a. The time expended on your matter will include the time to review your file prior to meetings and consultations and the time to dictate file memos. For example, a pre-consultation file review may cause you to be billed 1.3 hours for a one-hour consultation, or a file memo dictated after a phone call may generate a charge for two tenths (.2) of an hour for a six-minute phone call.

b. More than one billing professional will be working on your case, and when professionals confer or work together on your case, you will be billed for the time of each professional.

c. Secretarial services (e.g., general typing, filling in forms, mailing, etc.) and staff services (e.g., copying, collating, binding, and filing) that are rendered in the normal course of our work for you are not usually billed, but if you request those services, they will be billed by the hour.

d. If you request meetings out of the office or if the work requires a professional to leave the office, you will be billed for all time out of the office, including round-trip travel time.

4. Client. You agree to truthfully and completely provide all of the information needed for us to properly advise you, cooperate with us, keep us informed of developments, pay the amounts due us on time, and keep us advised of your address, telephone number, and how to contact 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 unless we expressly assume that duty in writing.

5. Litigation Matters. If you desire to retain us to represent you in litigation matters, a separate engagement agreement will be necessary.

6. Retainer. A retainer represents an advance payment of legal fees and costs. Except for nonrefundable minimum fees, a retainer is not a separate charge, and any amount not used when the work is completed will be refunded. Unless we specifically agree to deposit a retainer in our trust account, a retainer is accepted as a payment "on account", which will be reflected as a credit on the billing statement. If you ask us to work on one or more additional matters that may require a substantial commitment of time or may require out-of-pocket costs, we reserve the right to request an additional retainer and/or to require that a minimum retainer balance be maintained.

7. Trust Account. A retainer payment may be deposited into our trust account, which is an interest-bearing account; however, the interest earned by this account is paid to the Nevada Law Foundation for charitable distribution, and neither you nor us shall be entitled to such interest or any benefit therefrom. Without further authorization from you, a payment from the trust account will be applied against the fees and costs as billed, and our billing statements will reflect those payments.

8. Estimated Fee. If we provide an estimate of legal fees and costs, it is an estimate only, and it is neither a minimum or maximum fee and is not binding. You understand that the actual cost may be more or less than the estimate.

9. Terms of Payment. You will be expected to pay the Firm all fees and expenses, as billed, within fifteen (15) days of the date of the billing statement.

10. Interest; Late Fee; Collection Costs. The Firm retains the right to assess an interest charge of one and one half percent (1.5%) per calendar month on all invoices that are unpaid within thirty (30) days of the date of the invoice. In addition, you agree to pay a late fee equal to five percent (5%) of any amount that is more than 90 days overdue. Interest and late fees shall be added to the amount due and will bear interest and will incur additional late charges until paid. If you default in your obligations to us, you agree to reimburse us for any and all collection costs incurred, including attorneys' fees and costs.

11. Expenses. You agree to reimburse us for expenses incurred on your behalf, including postage, long distance calls, copying, actuarial services, computer processing services for legal research, tax research, and/or tax return preparation, recording fees, filing fees, express mail, delivery service, access fees for legal-research and tax-research services, and all other out-of-pocket expenses. Where next-day delivery service is appropriate, we frequently use FedEx or UPS for delivery services even within Las Vegas (because it is less expensive than local courier services), but if you request — or if the expeditious handling of your case requires — a different service, same-day service, or urgent delivery that FedEx or UPS cannot make, you agree to reimburse us for the costs actually incurred to make the delivery.

12. *Advancement of Expenses.* We may, subject to our discretion, advance expenses for filing fees, registrations, etc. You agree to pay us for such expenses, either as billed or upon advance request.

13. *Non-attorney Professionals.* All legal work will be done under the supervision of a licensed Nevada attorney. Non-attorney professionals (such as our legal assistants and paralegals) will be used by the Firm to perform some of the work, but all legal documents will be reviewed by a licensed Nevada attorney. If you were quoted a base 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 in this agreement, you agree to pay for all time expended by that attorney — billed by the hour in accordance with paragraph 3 — to render services that would have been performed by non-attorneys, even if such services would have otherwise been included in a base fee.

14. *Termination of Services.* We will work for you until the work is completed or until you or we terminate the engagement, which either of us may do at any time for any reason.

a. *Billing on Termination.* Fees will be billed through the effective date of termination and are due and payable at the earlier of the exchange of the client file or thirty (30) days thereafter. If our services are terminated (whether you discharge us as counsel or we withdraw), we will be entitled to compensation for all time expended by us to comply with your instructions, including — but not limited to — all time spent (whether before or after the termination):

i. To transition the file to another attorney or firm and to cooperate with such attorney or firm in taking over the case;

ii. To contact and correspond with interested parties and third parties to inform them of the disengagement of the Firm;

iii. To act as witness or appear in depositions or hearings related to the services we rendered (whether or not a court proceeding has commenced prior to the termination of our services); and/or

iv. To collect our fees and costs billed at the rates agreed upon herein.

b. *Responsibilities on Termination.* The Firm reserves the right to relinquish any further responsibility for performing work to complete the assigned task beyond the date of termination.

c. *Responsibilities on Withdrawal.* If the Firm withdraws, you remain liable for all fees and costs incurred prior to our withdrawal. Once terminated, we will have no responsibility to complete the work we were engaged to do except to the extent we agree to do so in writing.

d. *Fee Disputes.* If our representation of you relates to a case in the probate or guardianship court, fee disputes shall be resolved by that court and not in a separate lawsuit or other dispute resolution proceeding. All other fee disputes shall be resolved by written arbitration through the State Bar of Nevada; however, if one or more hearing or other proceedings are required, all such hearings and proceedings shall be held in Las Vegas, Nevada. A billing statement that is not disputed within 30 days of when sent shall be deemed accepted by you.

15. *Terms.* "Firm" refers to Anthony L. Barney, Ltd., a Nevada professional corporation. The terms "fees" and "legal fees" refer 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 first person plural pronouns ("we", "us", "our", etc.) refer to the Firm. 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.

PRIVACY POLICY

ANTHONY L. BARNEY, LTD.

Federal law requires professionals – including attorneys – who provide advisory services on personal financial matters to inform their clients of their policies governing private client information. Anthony L. Barney, Ltd. protects the privacy of its clients. The personnel of Anthony L. Barney, Ltd. strictly adhere to professional standards regarding client confidentiality. These professional standards include the attorney-client privilege, and the confidentiality requirements of the ethics rules applicable in the particular jurisdiction involved, including the duty of confidentiality set forth in those rules.

Policy on Gathering Information

In the course of providing you with legal services, we may obtain significant personal financial information from you, including:

- Personal contact information, including your name, residential and business mailing addresses, telephone numbers, e-mail addresses, and Social Security number.
- Information from your interaction with Anthony L. Barney, Ltd., including correspondence by mail or electronic mail, facsimile transmissions, telephone conversations, and personal meetings.
- Information about your personal finances, including bank accounts, investments, debts and liabilities, tax information, and holdings in personal and real property.
- Any other information you share with our firm in order to help us represent your legal interests more effectively.

Policy on Disclosing Your Information

We do not disclose information relating to our representation of you except as authorized by you, as required by law, as permitted by the applicable rules of professional conduct governing lawyers, or as otherwise reasonably necessary. We may disclose such personal information as may be reasonably necessary, including in the following circumstances:

- Those parties to whom you authorize us to give your information.
- Those parties to whom we are permitted under the applicable rules of professional conduct governing lawyers.
- Those parties to whom we are required by applicable law.

We retain records relating to the advisory services we provide in order to comply with professional guidelines and to better serve your legal needs. In order to protect information relating to our representation of you, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.