



PRE-SYNDICATION RETAINER AGREEMENT

Those Persons who sign this Retainer Agreement (subject to a conflict check), hereinafter collectively "Clients," agree to retain Syndication Attorneys, PLLC, ("Attorney" or the "Firm"), to represent them in the legal matter described below.

**Scope of Services
Included in this Agreement**

1. Up to 3 hours of one-on-one consultations with a Securities Attorney for consultations pertaining to questions of a general nature related to real estate syndication, including structuring transactions, partnership matters, pre-syndication activities, and review of documents drafted by others and/or marketing materials generated by Client to the extent such questions are within the realm of Attorney's knowledge or expertise
2. A Free Investor Marketing Plan Template
3. A Free Investor Marketing Blueprint
4. An invitation to our Clients-Only Weekly Masterminds, a \$1,000/month value
5. The greater of \$1,000 off your first Syndication or any current New Client Discount

YOUR PRICE: \$1,000

We cannot begin work on your matter until:

- Until all Clients have returned the signed Fee Agreement; and
- We have received the requested Lump Sum Legal Fee, which may be paid via credit card through LawPay using the link below:

Link for LawPay to pay with a credit card:

<https://secure.lawpay.com/pages/syndication-attorneys/operating>

Please carefully review the Terms and Conditions below as they contain important information about our respective obligations (yours and ours) during the course of this Agreement. "We, us and our" shall mean Syndication Attorneys, PLLC (aka "the Firm"). "You and your" shall mean all Persons who sign this Agreement and are subsequently accepted as Clients of the Firm.

We appreciate your business and look forward to working with you.



TERMS & CONDITIONS

1. **Start of Work.** We will start work on: 1) receipt of this signed agreement, the Issuer Certification Form, and Bad Actor Questionnaire from all represented parties and 2) receipt of the Lump Sum Legal Fee.
2. **Nonrefundable Pre-Syndication Retainer.** During the period of this Agreement, an attorney from our Firm will be available by appointment for one-on-one legal consultation for up to 3 hours, with no credit or refund for time not used. This represents a significant discount from Attorney's regular hourly billing rate described below.
3. **Period of This Agreement.** This Agreement will expire on completion of 3 hours of legal consultation, the Client's first syndication, or 3 years from execution, whichever comes first.
4. **Application of Unused Fees.** On exhaustion of the Pre-Syndication Retainer Fee, Supplemental Fees will be billed either: a) at the hourly rates specified below, or b) at a pre-determined lump sum fee as specified in a separate Retainer Agreement.
5. **Credit Toward Lump-Sum Syndication Legal Fee.** If, during the period of this Agreement, Client engages us for a syndication under Attorney's Lump Sum Syndication Engagement Agreement with a Lump Sum Syndication Legal Fee of \$15,000 or more, a credit for the amount \$1,000 will be applied to Client's Lump Sum Fee, providing Client has not previously requested Supplemental Legal Services from Attorney (as described in Paragraph 4) that have exceeded and/or exhausted the Retainer.
6. **Delegation of Work.** This is not a personal services contract. We will delegate your work among our staff and/or contractors as we deem appropriate.
7. **Supplemental Fees.** We may charge hourly or lump sum supplemental fees for: a) any work that exceeds the 3 hours of legal consultation provided in this Agreement, or b) for drafting any documents requested by you.
8. **Hourly Rates.** Managing Attorney \$595, Senior Associate \$450; Junior Associate \$325, Paralegals or Law Clerks \$250, Professional Editor/Graphic Designer \$200, Legal Assistant \$150.
9. **Invoicing.** We will notify you when the Retainer has been exhausted. An accounting of time expended on your behalf will be provided on request. You agree to pay invoices within 10 days for any supplemental fees. Interest may be charged on past-due accounts at the rate of 1-½% per month.
10. **Attorney-Client Relationship; Communications.** We will provide legal services reasonably required to represent you, and will make every attempt to respond to your inquiries within 72 business hours. You may schedule appointments with us using our scheduling program; a link can be provided or by emailing Charlene@SyndicationAttorneys.com.
11. **Claim of 'Team Membership'.** After this engagement has been executed, you may make verbal or written assertions in promotional materials or events related to your business that Syndication Attorneys, PLLC (and not any individual attorneys) is your "Securities Legal Counsel." Attorney must review any written assertions in any marketing materials.
12. **Discharge and Withdrawal.** You may discharge us at any time and we may withdraw under certain circumstances. Depending on the timing and the amount of legal services provided, all or part of your Retainer Fee may not be refundable.
13. **Excluded Matters.** The scope of this Agreement does not include any litigation matters, formation of legal entities, or drafting of any documents.
14. **Abandonment or Termination of Your Offering.** Offerings not completed due to your lack of participation or communication will be deemed complete or abandoned after 6 months of inactivity. Additional fees may be required for us to resume work after that time.
15. **Whom We Represent; Conflict Waiver.** We only represent the people who sign this Agreement (i.e., the

“named Clients”), subject to a conflict check. If more than one person executes this Agreement as Client, then (a) each of them, jointly and severally, shall be responsible for payment of all fees and costs, pursuant to this Agreement; and (b) each of them, by entering this Agreement with us, hereby waives any conflict of interest that may exist or hereafter arise between them in their representation by us, except this waiver shall not apply after written notice from one of them objecting to continued representation.

16. **Authorized Persons.** If you name “Authorized Persons” other than those who sign this Agreement to participate in communications with us, it is presumed that you are doing so in anticipation of having us form a company with such Person(s) as members. Such authorization is revocable by the named Clients, and such Persons will NOT be considered a Client of ours in any individual capacity. Further, authorized Persons are not considered Clients of the Firm and may be de-authorized by the named Clients.
17. **Disputes Among Clients.** We cannot assist with settling disputes among Clients except to point out places in the documents we drafted where such issues are addressed.
18. **Disputes Regarding Fees.** For any dispute related to attorney’s fees, charges, costs or expenses, the parties hereto unconditionally agree to arbitration pursuant to the Florida Bar Fee Arbitration program, as set forth in Supreme Court Rule regulating the Florida Bar, Chapter 14 (Fee Arbitration) Rules of Procedure for a Fee Arbitration Proceeding, and Chapter 682 Florida Statutes. Those procedures permit a hearing by a sole arbitrator or a panel of arbitrators, depending on the amount of the dispute, and the parties hereto agree to be bound by any resulting arbitration decision.
19. **Disputes Regarding Representation.** By signing this Agreement, you acknowledge that you are agreeing to arbitration in lieu of litigation in all non-Fee disputes related to this Agreement or any services rendered hereunder. All disputes shall be subject to Florida law and shall be heard in St. Johns County, Florida unless otherwise agreed by the parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding; however, the parties shall each bear their own legal fees and costs for all claims.

BECAUSE EACH PARTY IS GIVING UP A RIGHT TO TRIAL, CLIENT IS ENCOURAGED TO HAVE AN INDEPENDENT LAWYER OF CLIENT’S CHOICE REVIEW THE ABOVE ARBITRATION PROVISIONS BEFORE AGREEING TO THEM.
20. **Attorney Licensure.** Attorney Kim Lisa Taylor is licensed in California and Florida, and has contract attorneys licensed in certain other states, however Attorney is allowed to provide services related to Attorney’s practice under federal securities laws in any state. The services intended under this Agreement are meant to further your Syndication goals with the end result to be Syndication under federal securities laws. We may not be subject to discipline by the state bar if we provide services in states where we are not licensed. If this is a concern, you should seek counsel licensed in your state.
21. **Attorney’s Fees are Negotiable.** Do not sign this Agreement until you have read it and sought your own counsel, if desired. Your signature creates a legally binding contract.
22. **Effective Dates.** This Agreement shall take effect when Client has executed this Agreement and Attorney has received the requested Fee. However, its effective date shall be retroactive to the date Attorney first provides services to Client. Regardless of whether this Agreement is executed, Client will be obligated to pay Attorney the reasonable value of any services Attorney has performed for Client, and for all costs incurred by Attorney on Client’s behalf. The entire Nonrefundable Retainer is due prior to start of this Agreement. In the event Attorney receives only part of the RETAINER, the hourly rates described in paragraph 4 will apply.
23. **Electronic Signatures.** Clients may sign this document manually or electronically. Each signatory who chooses to sign electronically hereby certifies that the information provided herein is true, accurate, and complete to the best of his/her knowledge and belief, and that he/she has authorized the affixing of his/her electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (e-Sign) and Florida’s Electronic Signature Act of 1996 (Title XXXIX, Chapter 668, Part I, Sections 668.001-668.006). Further, each signatory understands that his/her electronic signature has full legal effect and enforceability and he/she intends this Agreement, as signed, to constitute its agreement to hire the Attorney.



CLIENT CONTACT INFORMATION & SIGNATURES

CLIENT TO COMPLETE:

Client Name: _____

Address Line 1: _____

Address Line 2: _____

Email: _____

Phone: _____

Date: _____

Signature: _____

Title: _____

Client Name: _____

Address Line 1: _____

Address Line 2: _____

Email: _____

Phone: _____

Date: _____

Signature: _____

Title: _____

Authorized Persons. The following are the only additional Authorized Persons (besides the Clients named above) who may participate in Attorney-Client Confidential Communications:

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

RETURN INSTRUCTIONS:
Please return this completed form by email to Charlene@SyndicationAttorneys.com



LAW FIRM:

Kim Lisa Taylor,
Managing Attorney
Syndication Attorneys, PLLC
Saint Augustine, FL 32086
Ph. (904) 584-4055

ACCEPTED BY SYNDICATION ATTORNEYS, PLLC:

Date: _____

Signature: _____