THE LAW OFFICE OF
MICHAEL J. HOWELL, P.A.
A TRUSTS AND ESTATES LAW FIRM

112 Executive Center
1 Corpus Christi Place, #112
Hilton Head Island, SC 29928
HiltonHeadEstatePlanning.com

Michael J. Howell
Licensed in Florida and South Carolina
Certified by the South Carolina
Supreme Court as a Specialist
In Estate Planning and Probate Law

Certified Mediator in South Carolina
Probate and Circuit Courts

Margaret Howell Up De Graff
Licensed in
Florida and
South Carolina

Certified Mediator in South Carolina
Probate and Circuit Courts

Memorandum to Prospective Clients
(Married United States Citizens)

Thank you for requesting an appointment to discuss your estate planning needs. Your appointment has been set for **_____ at ____ __.m.** If you have not already done so, please confirm the date and time with our office.

A Word About Legal Fees For Those Who Have Never Used Our Services

Our Fee Match Guarantee

If you elect, we will match the published fee schedule of any other South Carolina law firm that locally employees an attorney who is certified by the South Carolina Supreme Court as a specialist in Estate Planning and Probate law. **In addition, we will further reduce the fee by 15%.**

A published fee schedule is one that is published over the Internet and accessible to all members of the public. We hasten to add that we know of no such firms who have a published fee schedule in this area of South Carolina. We will also consider a fee schedule that is written and provided to the general public simply by calling the firm and asking for it. This includes fee schedules that are included in firm brochures. If you know of any, please let us know.

It should also be noted that a lawyer in South Carolina is not allowed to hold himself or herself out as a specialist, certified, an expert, or an authority in estate planning and probate matters, unless they are so certified by the South Carolina Supreme Court.

We will also consider matching the published fee schedule of any other local law firm, even if they do not employ someone certified by the South Carolina Supreme Court as a Specialist in Estate Planning and Probate law, assuming the local attorney handling both probate and estate planning matters has comparable training, education, and experience. Again, we know of no such firms. If you know of any, please let us know.

In order to be eligible, you must bring a copy of the Internet page, or other written fee schedule, with you, to our office.

Enclosed is information which will be helpful in completing any needed estate planning work. Also enclosed are copies of our fee schedule, an engagement letter, and biographical information. The fee schedule will help you estimate the cost of our services, depending upon the type of work that you need.

If, after our initial consultation, you want us to do estate planning work for you, we will prepare and provide you with an Estimated Fee Worksheet. The Estimated Fee Worksheet will outline, in detail, the charges that apply to your specific estate plan, and will provide you with an estimate of the overall cost involved.

We will not begin any document drafting unless or until you approve the estimated cost of the work to be done and any conditions attached to the estimate. By using this procedure, if you do not wish to continue with the work, the only billable time will be for the work on the day(s) of the office conference(s), and any follow up, other than the time it took to prepare the estimate, less a $395 initial consultation credit, if it applies.

Please look over these materials and complete the **Client Information Sheet**, **Asset Summary Sheet**, **Simple Will Data Sheet**, **Trust Data Sheet**, and memorandum titled **Married Clients Being Represented Jointly**. Then, please sign and date, each, where appropriate, and return a copy, of each, to our office. **Also, please provide us with *copies* of any current Wills, Trusts, Powers of Attorney and/or other related estate planning documents that you currently have, if any**.

PDF copies are preferred. If you need for us to make copies, please let us know and we will be happy to do so. However, please call to schedule a time for us to make the copies. The date to copy information should be at least two (2) business days prior to the date of our meeting.

You should not leave original estate planning documents with us. We cannot accept them. You should keep your original documents in a safe and secure place at all times.

Due to this policy of not accepting originals, if we copy documents for you, you will need to wait while they are being copied. This is also why you need to make an appointment for the copying.

When representing married clients, both spouses must attend all meetings. We have found that meetings are not nearly as productive if only one spouse attends. Naturally, there can be exceptions based upon special circumstances.

Please return the requested information to our office at least two (2) business days PRIOR to the date of our conference. This will give us the opportunity to review the information before our meeting. We have found that this can significantly reduce the time that it takes to complete any needed work, and the resulting cost. If you have a fax machine or scanner, please feel free to fax or email the information to our office.

You will notice in the attachments, an engagement letter. This provides good information on how we do our work and what our respective obligations are. If you have any questions about any of the information, please let us know.

As prospective clients, we offer you two (2) options, with respect to our initial conference:

Option I

You can simply come to the scheduled appointment without providing substantially all of the information in advance. We will charge our normal hourly fees for all time. Our normal hourly fees are $395 per hour for Michael J. Howell's time, $350 per hour for Margaret Howell Up De Graff's time, and $155 per hour for all non-attorney staff time. With this option, you are billed at the time that services are rendered. Notwithstanding the above, you should still look through the enclosed information.

Option II

For an initial consultation for a prospective client, you can receive *up to one free hour* of attorney time, at the highest attorney's hourly rate. *We do this by crediting $395 against your bill.* This applies even if the meeting is with Margaret Howell Up De Graff, whose billing rate is less.

An initial consultation includes a review of the information that you drop off, and an office conference to discuss your estate planning objectives and options. It also includes follow up work after the meeting, other than for the estimate, itself.

You can obtain this $395 initial consultation credit by reading and filling out the information enclosed and then returning the Client Information Sheet, Asset Summary Sheet, Simple Will Data Sheet, and Trust Data Sheet, to our office at least two (2) business days prior to your scheduled conference. We also must have copies of your current Wills, Trusts, Durable General Powers of Attorney, and/or other estate planning documents that you currently have, if any. This includes any estate planning document that has not been revoked, even if you believe it is too old and/or out of date and will not be used, etc.

All amounts for the initial consultation in excess of $395 will be charged at our normal hourly rates. This includes pre-conference review of documents, conference, and post conference time, other than for the estimate, itself.

We have found that this is by far the most efficient way to proceed, if estate planning work is needed. However, we realize that there are many people who prefer Option I and do not mind paying an additional $395 to consult with us, and we certainly respect their view.

If your estate is less than $5,000,000 (adjusted for inflation since January 1, 2012) with no significant taxable gifts, and you only need our standard services as outlined in our fee schedule, you have the option of meeting with Margaret Howell Up De Graff, whose billing rate is less.

The final bill may or may not be less than if you meet with Michael J. Howell, and the same *estimated* fee range applies, regardless of who you meet with, but you get more time with Margaret.

When you call in to set up the appointment, you need to ask to meet with Margaret, if you wish to meet with her. If after we review your information, we decide that you need to meet with Michael J. Howell, we will let you know.

If we do not receive the information requested in Option II at least two (2) *business days in* advance of our office conference, we will assume that you have chosen Option I. It should also be noted that our fee schedule assumes that you took advantage of our $395 offer.

Appointment Times and Dates

AS PART OF THE SCHEDULING OF OUR WORKFLOW, APPOINTMENTS ARE SCHEDULED FOR 2:00 P.M. OR 4:00 P.M. ON TUESDAYS AND WEDNESDAYS FOR MICHAEL J. HOWELL.

However, emergency appointments are not limited to these dates. Also, you are not limited if your schedule will not allow meetings on these dates, within a reasonable time frame.

Mornings on these days, and Mondays, Thursdays, and Fridays are the times that we work on our cases and both our staff and our attorneys need to be available; otherwise, the workflow is significantly disrupted. These are our "workflow" times.

For meetings conducted during the normal non-workflow times, there is a *$50 credit* given on the bill, assuming you are not already receiving the one free hour credit for the initial consultation for prospective clients, as outlined in our engagement/representation letter. For meetings scheduled during our workflow periods, there is an *extra charge of $100* for the conference, in addition to other charges.

Up to one free hour for initial consultations, as defined on our website and within our client packages, are only scheduled during our normal appointment times and not our workflow times. *An initial consultation can be scheduled during our workflow times, but we charge our normal hourly rates, plus the additional charge of $100 for the conference.*

NOTWITHSTANDING THE ABOVE, EMERGENCY MEETINGS ARE EXEMPTED FROM THE ADDITIONAL CHARGES, AS ARE MEETINGS SCHEDULED WITH MARGARET HOWELL UP DE GRAFF.

With respect to our fee schedule, our policy is to let prospective clients and returning clients know, in advance, an estimate of the probable charges, based upon what services they think they may need. We can't necessarily do this with *all* services, but we can do it with our more standardized services.

Regrettably, we have found that by providing the fee schedule, many clients who do not understand the cost of estate planning, do in fact end up canceling their appointments. While we certainly wish that this would not happen, it does reduce the number of prospective clients who become disappointed after they come in, find out the cost, and feel like they wasted their time. This is also one of the reasons why we provide fee information over the Internet, to the general public.

You should note that our fee schedule includes a large variety of estate planning services that do not apply in any one particular case. We simply try to give our prospective clients as much up-front information as possible. If there is a question or any confusion, please let us know and we will try to answer your question or clarify anything that you are unsure of.

IF YOU HAVE ANY QUESTIONS ABOUT OUR SERVICES OR OUR FEES, PLEASE DO NOT HESITATE TO ASK. IT IS OUR GOAL FOR YOU TO UNDERSTAND OUR SERVICES AND OUR CHARGES.

We look forward to being of assistance in your estate planning. If you have any questions, please do not hesitate to contact us.

Enclosures: Client Information Sheet
Asset Summary Sheet
Simple Will Data Sheet
Trust Data Sheet
Conflict of Interest Memorandum for Married Clients Being Represented Jointly
Estimated Fee Schedule for Estate Planning Services
Estimated Fee Worksheet
Estate Planning Engagement Letter
Biographical Information: Michael J. Howell and Margaret H. Up De Graff
What Our Clients Receive with Their Estate Planning Services

The Law Office of Michael J. Howell, P.A.

Married Client Package

INSTRUCTIONS

Information to be Completed and Returned or Kept

Client Information Sheet. Please complete the information, sign, and return a copy to us. Email is preferred. Keep the original for your file.

Asset Summary Sheet. Please complete the information, sign, and return a copy to us. Email is preferred. Keep the original for your file.

Simple Will Data Sheet. Please complete the information, sign, and return a copy to us. Keep the original for your file. ***However, if you are a previous estate planning client of ours, you do not need to sign or return this form to us, unless something has changed.***

Trust Data Sheet. Please complete the information, sign, and return a copy to us. Keep the original for your file. ***However, if you are a previous estate planning client of ours, you do not need to sign or return this form to us, unless something has changed.***

Conflict of Interest Memorandum for Married Clients Being Represented Jointly. This is sometimes referred to as our Dual Representation Letter. Please complete the information, sign, and return a copy to us. Keep the original for your file.

Engagement Letter. Please initial, sign, and return a copy to us. Email is preferred. Keep the original for your file.

Information for your File

Estimated Fee Schedule for estate planning services
Biographical Information: Michael J. Howell and Margaret H. Up De Graff
What Our Clients Receive with Their Estate Planning Services

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CLIENT INFORMATION SHEET and **AGREEMENT TO PAY LEGAL FEES SUBJECT TO INITIAL CONSULTATION CREDIT OF UP TO ONE FREE HOUR ($395)**

(Married United States Citizens)

FULL NAMES: _____ and _____
STREET ADDRESS OR POST OFFICE: _____
CITY, STATE, ZIP CODE: _____
HOME TELEPHONE NUMBER: _____
OFFICE/CELL TELEPHONE NUMBER: _____
TEXT MESSAGE NUMBER, IF APPLICABLE: _____
EMAIL ADDRESS: _____
CITIZENSHIP (if not United States): _____
Dates of Birth: H_____ W_____
Names and Dates of Birth of Children:

_____ _____
_____ _____
_____ _____

Please list other names, if any, that you, your children, and/or any of your beneficiaries have been known by:
_____

Have you or any of your beneficiaries ever participated in Artificial Reproductive Technology? _____
Is there anyone who might challenge your estate planning? _____ If yes, who? _____

NATURE OF THE WORK NEEDED - PLEASE CHECK ONE OR MORE OF THE FOLLOWING:

_____	Estate Planning	_____	Trust Funding
_____	Will	_____	Trust and/or Estate Dispute
_____	Trust	_____	Asset Protection Planning
_____	Living Will	_____	Estate and/or Gift Tax Issues
_____	Durable General Power of Attorney	_____	Probate and/or Trust Settlement
_____	Health Care Power of Attorney	_____	Other: _____

How did you find out about us? _____
IF YOU FOUND US OR OUR TELEPHONE NUMBER ON A WEBSITE, WHICH ONE? AVVO ____, HG ____, Data Publishing..com _____. LII ____. Justia _____Cornell.edu ____, Lawyer.com, Our Website _____ Other
(Please List):_____

Fees for services are $395 per hour for Michael J. Howell's time, $350 per hour for Margaret H. Up De Graff's time, and $155 per hour for non-attorney staff time. If we proceed with work after the initial consultation, then our work is subject to the more formal representation or engagement agreement in our estate planning package or our probate and trust settlement package, as the case may be, as per our website. For adversarial work, we will require a special agreement, not on our website.

_____ _____, 20____
SIGNATURE DATE

_____ _____, 20____
SIGNATURE DATE

Rev. 02/23

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ASSET SUMMARY SHEET
(Married United States Citizens)

_____ _____

Husband's Name Wife's Name

DESCRIPTION OF ASSETS	VALUE OF ASSETS OWNED BY HUSBAND	VALUE OF ASSETS OWNED BY WIFE	VALUE OF ASSETS OWNED AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
Real Estate			
Stocks & Bonds			
Checking Accounts			
Savings & CDs			
Notes & Receivable			
Life Insurance			
Pensions/IRAs			
Annuities			
Other Property			
Less Debts			
TOTALS			

If the property is owned by husband and wife as Joint Tenants with Right of Survivorship, or as Tenants by the Entirety, the entire amount should be shown as owned as Joint Tenants with Right of Survivorship, and not in either the husband or the wife column. If an asset is owned as Tenants in Common by husband and wife, then one-half (1/2) of the asset should appear in the husband's column, and one-half (1/2) of the asset should appear in the wife's column. For property in a Revocable Trust, please place a "RT" beside the amount. If property is in an Irrevocable Trust, please place an "IT" beside the amount. If you own assets in TOD or POD form, please so note them.

Are any closely held business interests owned by you?_____. Are they listed above? _____

This information will be used in planning your estate. If the information is not correct, the advice which you are given may not be correct and may create unexpected and adverse estate planning and tax consequences. Please sign below as your acknowledgment that the information is substantially correct and that we may rely upon its validity in advising you.

You may also provide additional financial information if you choose to do so, but please completely fill out this Asset Summary Sheet. It is a form of matrix and is designed to quickly spot a number of issues and reduce the time that it takes to review your estate plan.

_____ _____, 20____
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SIMPLE WILL DATA SHEET

(Married United States Citizen)
(To Be Filled Out by New or Prospective Clients Only)

--We do not have total assets (joint and/or separate) over $10,000,000, adjusted for inflation, including stocks, bonds, notes, mortgages, cash, life insurance, expected inheritances, real estate, partnerships, business interests, retirement benefits and plans, annuities, tangible personal property, and/or other assets; nor have either of us made any significant non–charitable gifts (i.e. over $10,000-$17,000, depending upon year of the gift) to any one individual or entity. Note: the $10,000,000 is the individual exemption for federal estate tax purposes and is adjusted yearly for inflation, with the first adjustment being on January 1, 2012 and every year thereafter. As of January 1, 2022, the exemption is $12,060,000, each. **[Please submit a list of assets using the enclosed Asset Summary Sheet, showing values and ownership as between husband, wife, and joint with right of survivorship.]**

--We want to leave all assets (joint and/or separate) to each other and then to our children, equally, and if a child predeceases, then that child's share will go to his and/or her surviving children, equally. No beneficiary is a minor or mentally impaired.

--We want the surviving spouse and/or a corporate fiduciary to be the primary executor with the substitute or successor being one of our children and/or a corporate fiduciary. **[Please list who will serve as executor(s) and substitute or successor executor(s), at the bottom of this page.]**

--There are no children other than from the current marriage, and if there were any previous marriage(s), there is no alimony or other obligations as a result of the previous marriage(s).

--We are confident that we will not need any help managing our assets, even if we are disabled or in a nursing home.

--We are not concerned about avoiding probate when each of us dies.

NOTE: If any of the above pre-printed statements are not correct, a simple Will may not be appropriate. If you answered no to any questions, please let us know so we can determine if we need to send you another type of data sheet.

ADDITIONAL COMMENTS AND QUESTIONS

_____

_____ _____, 20____
SIGNATURE DATE

_____ _____, 20____
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TRUST DATA SHEET

(Married United States Citizen)

(To Be Filled Out by *New or Prospective Clients* Only)

TO ANSWER QUESTIONS 1-3, THE FAIR MARKET VALUE OF ALL YOUR ASSETS SHOULD BE OVER $10,000,000, adjusted for inflation, including stocks, bonds, notes, mortgages, cash, life insurance, expected inheritances, real estate, partnerships, business interests, retirement benefits and plans, annuities, tangible personal property and/or other assets. The $10,000,000 is the individual exemption for federal estate tax purposes and is adjusted yearly for inflation, with the first adjustment being on January 1, 2012 and every year thereafter. As of January 1, 2023, the exemption is $12,920,000, each. [Please submit list of assets, using the enclosed Asset Summary Sheet, showing values and ownership as between husband, wife and joint with right of survivorship.]

1. If your estate is over $10,000,000 (plus inflation adjustments beginning January 1, 2012), would you like to save significant estate taxes upon the death of the surviving spouse? (Amounts over the federal estate tax exemption amount are taxed at a 40% tax rate.) (NOTE: Savings can be higher or lower depending upon assets and date of death.) _____

2. If it will save significant estate taxes, are you willing to place assets (possibly the amounts over $10,000,000, plus inflation adjustments beginning January 1, 2012, but in some cases more or less, depending upon facts and circumstances) into a trust for the surviving spouse after the death of the first spouse, whereby the survivor receives all income from the assets for life, can withdraw the greater of $5,000 or 5% of the trust assets each year, and the Trustee can also invade principal for the survivor, if there is a need for health, education, maintenance, and support over and above the funds the spouse is already entitled to? _____

   Please define "significant" as a minimum dollar amount. _____

   All other assets can be paid, outright, to the surviving spouse or in a very liberal trust with the spouse having complete control.

3. If you answered **NO or NOT APPLICABLE** to the previous question, would you be willing to leave the assets to the surviving spouse, but give the surviving spouse the ability to fund a very liberal trust for his or her benefit to save taxes by disclaiming assets into a trust within nine (9) months after the death of the first spouse, if it were to become necessary due to changes in asset values or changes in estate tax laws? _____

4. Would you like to have a trust that could be used to manage your assets in the event of your disability? ____

5. Would you like to have a trust to avoid probate when you die, if (i) it requires placing substantially all of your assets into the trust while you are alive, *but you retain control of the assets*, (ii) you have the power to alter, amend, or revoke the trust, (iii) youstill receive all the income and other benefits while you are alive, and (iv) you can be your own Trustee? ____

6. If you have answered **YES** to any of the questions, are you willing to use a corporate fiduciary as the Trustee or Co-Trustee, if they charge an annual fee equal to approximately 1%-1½ % of the value of the trust assets per year? (Note that with minimum fees, the percentage can be higher.) _____ (It should be kept in mind that individuals serving may also charge similar amounts.)
   If yes, what corporate fiduciary would you prefer? _____

7. If you answered **NO** to the previous question, but still would like to have a trust, please list, below, the individual Trustees, that you prefer to have serve (including yourself, while you are alive and competent):

   Initial Trustee(s)? _____
   Alternate Trustee(s)? _____
   _____

8. Assuming a trust may be an alternative, you will still need a pour-over Will. Do you want the surviving spouse to serve as primary executor? _____

   If no, then who will serve? _____
   Who will serve as alternate(s)?_____
   _____

9. Were there previous marriages or are there disabled beneficiaries? If yes, this will need to be discussed in more detail, whether or not you want a trust. _____

10. If you or your spouse, or both, are not United States Citizens, please list your country or countries of citizenship: _____

NOTE: If you answered "Maybe" to a question, then treat this as a "Yes" answer for purposes of subsequent questions based on previous "Yes" answers.

_____ _____, 20____
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Conflict of Interest Memorandum for Married Clients Being Represented Jointly

When representing two clients, even if married, our Rules of Professional Conduct require that we inform you of certain matters. There are three basic alternatives for representation in your estate planning. First, one of you can use our firm and the other can use an attorney from another firm. Second, we could counsel you both together as joint clients. Third, we could counsel you separately as separate clients. Let me explain further.

In negotiating any contract between two parties, each of the parties should, except in certain limited circumstances, be represented by an attorney from a different firm. This is because a contract, once entered into, binds both parties and therefore cannot be changed unilaterally by either. These are also arrived at by negotiations between the parties and the parties often have interests that conflict. In the estate planning field, for example, a marriage or premarital contract is an example of such a contract requiring separate firm representation. Also, irrevocable trusts may be an example.

By contrast, the establishment of gifts, outright or in trust, and preparation of Wills are examples of non-contractual, individual actions that leave each person free to make unilateral changes to his or her future plans without the knowledge or acquiescence of any other person. The same could also occur even with a Revocable Trust Agreement. Please keep in mind that after estate planning has been completed, even if jointly, it does not necessarily foreclose one or both of you from changing your planning without the knowledge of the other. However, if we represent both of you, jointly, we could not make such changes without the consent of the other spouse.

Spouses can also have different and sometimes conflicting interests in objectives regarding their estate planning. For example, they may have different views on how property should pass after the death of one or both of them. In some situations, we will recommend that holdings be restructured in order to take advantage of available tax benefits that may involve gifts from one spouse to the other or to third parties. Some of these actions can affect the division of property in the event of a divorce and at death. In some cases, such gifts may potentially affect the lifestyle of one or both of the spouses. These are just a few general examples of where conflicts of interest may arise. Each couple's situation is unique.

Again, each of you is free to make any desired changes to your plan, unilaterally, regardless of what lawyer each of you uses. The choice of whether to have us represent both of you jointly on the one hand, or separately on the other hand, is available to each of you and this memorandum will explain the basic differences.

On the one hand, if we were to represent both of you, jointly, we would have to immediately tell the other anything which one of you tells us in confidence that related to his or her estate planning. This is because not to reveal such information to the other might be considered a violation of the attorney-client joint relationship.

However, since the person giving us the information could insist that we not disclose the information, ***we must reserve the option of withdrawing in such a case without telling the other spouse the reason***. Keep in mind that this may also inhibit one or both of you from telling us something in confidence that you thought we needed to know. This is because the one telling us the information would realize that we would be forced to disclose it to the other spouse or resign and give notice of our resignation to the other spouse.

On the other hand, if we were to represent each of you, separately, we would have to keep in confidence and conceal from the other, anything later told to us in confidence by one of you even though it might prejudice the other. This is because it may be something that the other had relied upon in making his or own estate plan, including such differences on how each of you would like to transfer your property by gift or at death, as to how each of you would like to have your income, gift and estate taxes allocated and paid, and as to how each of you would like your interest in property managed and controlled.

However, with joint representation, there still might be or might arise disputes between the two of you which cannot be reconciled and we would not in any event be able to represent either of you in resolving such disputes by litigation or other adversarial methods of dispute resolution. If such an irreconcilable dispute were to arise, we would tell each of you to go to a different law firm.

Notwithstanding the above, and although there are different forms of representation, we will only accept married clients if we either represent them jointly or we represent only one of them. We do not currently accept the separate representation of both a husband and a wife.

Of course, each of you is free to consult or switch to a lawyer from one or more other law firms at any time despite your signing and returning this letter to us. Also keep in mind that you are not a client until such time as we agree to do the legal work. Notwithstanding this, the information which you provide for an initial consultation to determine if we will represent you is confidential, as provided in the South Carolina Rules of Professional Conduct for Attorneys.

Our joint representation of both of you means that if, at any time in the future while you are married to each other, either one of you asks us to represent you, separately, we will be unable to do so without the consent of the other. In some circumstances, the same may apply if you are not married to each other, or you get a divorce.

This written explanation is designed to make certain that each of you fully understands the consequences of joint representation. In order that our file can reflect this and also the choice which you are making, we would appreciate your signing a copy of this memorandum and returning it to us for our file.
follows:_____.

JOINT REPRESENTATION. We hereby agree that we want you to represent us jointly. While as to others, you are to keep in strict confidence everything that either one of us reveals to you, we hereby authorize and direct you to tell us anything which one of us reveals to you about our estate plan while we are married that may affect our decision making with respect to our estate planning. This also includes information which one of us reveals to you outside of the other's presence. *Optionally, rather than revealing such information to the other, you may choose not to represent either one of us. In such a case, we ask that you give notice in writing of your withdrawing, but you are not required to give the reason.*

Notwithstanding the above, you may disclose information to others, including but not limited to possible beneficiaries, which is reasonably necessary in order to represent us, or to carry out this or a previous representation in the future. You are specifically authorized to talk to and divulge reasonably necessary information to our other advisors, including our accountants, stock brokers, bankers, trust officers, insurance agents, financial planners and any of our other attorneys. The only exceptions are as follows: _____ (fill in names), or if there are no exceptions, check here: _____.

In addition, if you are ever contacted by a beneficiary, you may discuss our estate planning with them to the extent you deem reasonably necessary to represent our interests or to carry out a previous representation. The only exceptions are as follows: _____ (fill in names), or if there are no exceptions, check here: _____.

_____ Date: _____, 20_____.
Husband's Signature

_____ Date: _____, 20_____.
Wife's Signature

THE LAW OFFICE OF
MICHAEL J. HOWELL, P.A.
A TRUSTS AND ESTATES LAW FIRM

112 Executive Center
1 Corpus Christi Place, #112
Hilton Head Island, SC 29928
HiltonHeadEstatePlanning.com

Michael J. Howell
Licensed in Florida and South Carolina
Certified by the South Carolina
Supreme Court as a Specialist
In Estate Planning and Probate Law

Certified Mediator in South Carolina
Probate and Circuit Courts

Margaret H. Up De Graff
Licensed in
Florida and
South Carolina

Certified Mediator in South Carolina Probate
and Circuit Courts

Estate Planning Engagement Letter from Michael J. Howell

I am pleased that you have selected us to assist you in your estate planning. The purpose of this letter is to confirm the terms of our representation. Like so many firms now, we have a policy to express in a letter, usually referred to as an engagement letter, the basic terms of our engagement and professional relationship with our clients. With many of our existing clients, our relationship has become so well established and so well understood that we have excused the lack of an engagement letter at least until there is a specific new engagement.

In this letter I will describe why we are ideally qualified to advise you in relation to your estate planning, how we do our work, how we allocate our work and how we charge for the work that we do. I will also explain some of our obligations under the South Carolina Rules of Professional Conduct for Lawyers and the client-lawyer relationship. If, after you read this letter, you have any questions please let me know and I will be happy to discuss them with you.

QUALIFICATIONS. Michael J. Howell is certified by the South Carolina Supreme Court as a specialist in estate planning and probate law. This means that the South Carolina Supreme Court, through its Commission on Continuing Legal Education and Specialization and its Estate Planning Advisory Board, believes that he has special competence and expertise in the areas of estate planning and probate law. Before becoming certified, Mr. Howell had to demonstrate experience and expertise in these areas of the law. Mr. Howell also had to submit to an oral examination and peer review by a Board of Certified Specialists in Estate Planning and Probate Law. Additionally, Mr. Howell had to pass a written examination on estate planning and probate law and related areas of fiduciary income taxation, estate taxation, and gift taxation. As a certified specialist, Mr. Howell is also required to have specialized continuing legal education courses in the areas of estate planning and probate law, as well as related areas of income, estate, gift, and generation skipping taxation. These are not the same types of courses that most attorneys will take. These are specialized courses that require approval from the South Carolina Supreme Court Commission on Continuing Legal Education and Specialization. He is also required to take ethics courses each year, as are all lawyers in South Carolina. Every 5 years, Mr. Howell must also be recertified. In addition, he is required to submit special reports each year to the Commission on Continuing Legal Education and Specialization, which are not required by those attorneys who are not certified specialists. Also, under our Rules of Professional Conduct, only a certified specialist can hold himself or herself out in advertisements as certified, a specialist, an authority, or an expert in their areas of the law. These rules are for the protection of the public.

Also our full time staff members, although not attorneys and not required by any regulatory entity, are required to take the same types of courses, which Mr. Howell takes. We also offer virtually unlimited continuing education opportunities for full time staff in the areas of taxation, probate law, and also estate and financial planning.

COMMUNICATIONS. It is our policy to communicate with our clients on an ongoing basis while doing their estate planning. We try to return calls as promptly as possible and, to the extent we are not out of the office, no later than by the end of the next business day. If your call is not returned within this time frame, you should not hesitate to call us back.

If we call and request information from you, we ask that you also call us back as promptly as possible to expedite the completion of your work. You may also communicate with us by a letter, email, telephone, or fax. Of these latter four methods, email is strongly preferred.

To the extent that you have a fax machine, email address, and/or text message capabilities, unless you tell us not to, we are allowed to communicate with you, at our option, using these methods in addition to telephone calls and letters. *With respect to email, we use it to send and receive information.* We prefer email, as it helps reduce costs, in most cases. It also makes it easier to place the information into your digital file. *However, it should never be used if a prompt response is needed from us. In any case, where a prompt response is needed, you should call our office rather than use email.*

Another way that we communicate is through our billing process. Unless you choose ***Flat Fee Billing***, we give detailed descriptions in our bills of any relevant information that needs to be documented or disclosed to you. This may include telephone or office conferences with you or others. It may also include summaries of advice given, letters and faxes received and sent as well as summaries of any research. *You should always read the statements with this in mind.*

We will also explain a matter to the extent reasonably necessary to permit you to make an informed decision about our representation and the work, which we do for you. This is to allow you to have sufficient information to participate intelligently in decisions concerning the objective of our representation and the means by which they are completed. Please keep in mind that this does not, necessarily, mean that you will be able to understand all the technicalities of the work which we do and the documents that we draft. You have hired us to understand these matters. We normally provide you with an estate planning summary with any documents that we draft. We will also discuss with you, during our conference or conferences, why we believe that any particular work or documents should be used in your estate planning. We also try to answer any questions that you may have.

SCOPE. The scope of the work, which we perform, will be to assist and advise you in your estate planning, to help you to formulate your goals and objectives and the means to accomplish them. We will also draft the necessary estate planning documents, supervise their signing, and provide originals and copies to you for safekeeping. Most of the time, the means are embodied in the list of the types of work, which are shown on the fee schedule. In addition, we will give you a written estimate of the cost of any work that we do for you, assuming it is not handled in the first meeting to discuss your legal matter. If completed in the first meeting, without any future work, we charge our normal hourly rates for all work, including the review of the documents for the meeting, the meting itself, and any follow up work, including conference notes. Any estimate, after the initial meeting, will be in substantially the same form as the estimated fee schedule and Estimated Fee Worksheet, which are with this engagement letter. Often, the scope of the work may be a simple Will or other document. In many other cases, it can be much more complex. *Also, please note that we also offer **Flat Fee Billing**.*

FILE RETENTION AND ORIGINAL DOCUMENT POLICY. We do not retain any paper copies or original documents. We provide these to our clients as the work is completed. We only keep electronic copies of complete documents, for our file.

_____ (Husband Initial Here) **_____ (Wife Initial Here)**

This means that you, as the client, are responsible for keeping a permanent file. We retain electronic or digital copies of the files, which can be reproduced.

Although there is no requirement to do so, since we will provide a complete copy of the file to you during our representation, it is our current policy to retain our electronic or digital copy for up to six years after our representation terminates. However, we reserve the right not to do so, if we have already provided you with a complete copy of your file.

The representation terminates when we complete the work which you requested. Normally, but not always, this is when you have signed your documents and receive a closing letter from us.

Any paper file is your property. The electronic or digital file is our firm's property, subject to the confidentially provisions of the Rules of Professional Conduct for attorneys. If there is ever a conflict between the Rules and our Policies, the Rules apply. We do not share any information with third parties, except as reasonably necessary to carry out our representation, or as directed by you.

At all times during the representation period, you are provided with substantially all copies of any relevant information that we receive for our file, and under the Rules of Professional conduct, you are entitled to request a copy. If, during the representation period, you do not believe that a copy of any particular paper or document was given to you or was not received by you, we should be notified before the representation terminates. We will send you a copy during our period of representation. We do not charge, per copy, as such. However, since gathering and distributing information is part of our job, we do charge our normal hourly rates for all copies made and all necessary filing. If after the representation terminates, you need additional copies, we will make them for you, but may charge our normal hourly rates.

At our option, we may also provide you with electronic copies, if you need copies for up to six years after our representation terminates. Often, this is much less expensive and easier to research. We have done this on a number of occasions and it works well. At the end of six years, after we close our file, you agree that we are allowed to destroy it. Also, as stated above, we reserve the right to destroy a file sooner, if you have been provided with a complete copy.

We are often asked if we hold original documents. Many years ago, attorneys routinely kept original documents and it is still causing confusion. We stopped keeping original documents in 1989 after Hurricane Hugo. Before that time, we would hold them on a limited basis. *However, we will no longer hold any original documents.* **If you ever believe that we are holding an original document that belongs to you, please contact us immediately so that we can check our records.**

COMPLETION OF WORK. When we finish any work requested, or if for any reason we cannot do the work, we will mail you a letter telling you that our work has been completed or that we cannot do the work. We call this a closing letter. As part of the letter, it will state that we have no property, papers or documents in our file that belong to you. If you do not believe that this is correct, you should notify us, immediately, in writing, so that we can give you anything in our possession that belongs to you. All such information is and remains confidential as outlined in the next section and is still subject to our hourly rates.

If there is ever a time during our representation that 30 days goes by and you do not hear from us, you should let us know immediately because this long of a period of time should never go by without us contacting you. It can also mean that we sent you a closing letter or other information, but you did not receive it.

CONFIDENTIALITY. Under our Rules of Professional Conduct a lawyer can not reveal information relating to the representation of a client unless the client consents after consultation, except for disclosures that are impliedly authorized to carry out the representation. This includes communications with staff members, who our attorneys have an obligation to supervise and take reasonable measures to make sure their conduct is compatible with my obligations under the Rules of Professional Conduct.

However, under our Rules of Professional Responsibility, a lawyer may reveal such information to the extent the lawyer reasonably believes necessary to prevent the client from committing a criminal act; or to establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the lawyer's representation of the client.

HOURLY BILLING and OUT OF POCKET COSTS. We charge hourly for estate planning work. The hourly rate for Michael J. Howell is $395. Margaret H. Up De Graff's hourly rate is $350. The hourly rate for non-attorney staff members is $155 per hour. We charge extra for all out of pocket costs such as courier services, filing fees, and travel costs, if any. We do not charge for regular postage unless the weight is more than two ounces; however, we do charge for certified or registered mail. We do not charge for long distance telephone charges within the continental United States. We do not charge, per copy, for photocopies. However, as outlined above, we bill for all time associated with your file, including photocopying time, at our normal or standard hourly rates.

We also charge our standard hourly rates for telephone calls and emails, in addition to our other work in drafting, researching, and office conferences. In certain cases, there are minimum charges. For instance, for every email received and sent, each is billed at a minimum amount of 12 minutes, which is .20 hours, by the person to whom it is addressed; although, it can be more depending upon the amount of work. Every email that we categorize and file in our system has a fixed charge of 3 minutes, which is .05 hours, of non-lawyer time for the email, plus each attachment.

We normally send out detailed billing statements about once a month for your work, but may bill sooner when the work is completed or we may bill later, depending upon our work load. Also, amounts are due when the statement is received by you. If not paid within 30 days of mailing or emailing, unless we agree otherwise, in writing, we charge 1½ % per month on the unpaid balance, until it is paid. Also, if a bill is not paid within 10 days, we have the right to stop work on the file until the amount due is paid in full. Our hourly rates and other charges can change without notice; however, we try to give clients whose file we are working on at the time, at least 30 days notice in advance of the changes.

If not paid sooner, all amounts due for services rendered are payable when your work is picked up, assuming we have billed you for the work or we have a bill when you pick up the work. If you do not have a check, we also accept most major credit cards.

FLAT FEE BILLING. In most cases, we can also offer ***Flat Fee Billing***, subject to the following terms and conditions: (1) no further changes to your estate planning design *after* our planning meeting and the drafting begins; (2) no delays of more than 30 days in the process from initial meeting until the signing conference, unless caused by our firm or by unavoidable circumstances; (3) a total of two meetings, including the planning and signing conferences. ***Flat Fee Billing*** is calculated by taking the lowest amount of the Estimated Fee Worksheet range, and adding 10% of the amount, to the low range figure.

We rarely go over the hourly billing estimate or the flat fee estimate. However, before doing so, you would be notified of the change(s) and the reason(s).

_____ (Husband Initial Here) **_____ (Wife Initial Here)**

Most increases are due to delays in the process, additional meetings, additional questions after drafts are completed, more than normal email exchanges or telephone conferences, changes made to the planning after drafting begins, and/or unanticipated issues arising during drafting.

WHO SHOULD USE FLAT FEE BILLING. ***Flat Fee Billing*** is for clients who are familiar with estate planning, especially those who have engaged in estate planning previously.

Flat Fee Billing works for us because with hourly fees, our bills often run from 4-20 pages in length, which requires multiple reviews and the resulting time, which is not billable. The ***Flat Fee Billing*** avoids this and overall helps to streamline the process with a one paragraph bill.

WHO SHOULD USE HOURLY BILLING? Hourly billing should be used by someone who is not familiar with the process of estate planning or has complex planning and may need more time with our attorneys and staff. Usually, the more items that are in the Fee Worksheet section titled "Additional Range of Estimated Fees for Non-Standard or Complex Estate Planning Services, With New or Restated Trusts", the more likely it is that you may need additional help. If you believe that you will have a significant number of questions, hourly billing is best. This is because questions usually take up more time, and you can be charged an additional amount for ***Flat Fee Billing***. It should be noted that the hourly fee range estimate almost never ends up costing the low end of the estimate. If rather than estimating the high and low ends, we showed the median, it would be much closer to the high end than the low end. Also, the average bill is much closer to the high end of the estimate.

RETAINERS. We do not anticipate that a retainer for your work will be necessary; however, we reserve the right to charge one. If a retainer is charged, it will be credited only to your final bill, and any excess will be returned when our work is completed and the final statement of services rendered is prepared. This means that interim bills must be paid without reduction for the retainer.

STAFFING. In order to keep the costs as reasonable as possible, although, an attorney is responsible for your case, and the attorney will use and supervise staff members to the extent reasonably possible. When dealing with non-attorney staff members, please keep in mind that although they are well trained and qualified to perform the work assigned to them, they are not attorneys and cannot practice law or give any legal advice. They can provide and receive information, do research, work on estate planning documents, accountings and work on tax returns. They can also analyze data and financial information. However, all such work is supervised by an attorney.

Non-attorney staff members can also relay information. When discussing matters with non-attorney staff members please remember that they cannot give any advice that is or may be construed as legal advice. *For this reason, if you think you are being given any advice from a staff member that you believe can be construed as legal advice or legal opinion, you should not take the advice and you should immediately follow up with me for clarification. As stated earlier, neither the attorney nor the non-attorney staff member will be offended.*

TERMINATION. You have the right to terminate our services at any time. We also have the right to withdraw, assuming there is no substantial prejudice to your case and. that we otherwise comply with the Rules of Professional Conduct. If we terminate the representation or withdraw we will, to the extent reasonably possible, give you adequate notice so that you will be able to hire another attorney, if it is necessary. In such a case, we are also more than willing to recommend another attorney. In rare cases, such as in probate matters, we cannot withdraw or be terminated without court approval.

In the event of the termination of services, we will be given a reasonable period of time to wrap up anything we are working on. We charge for any work up until that time, based upon our standard and hourly rates. If we are terminated without good cause, then, we also have the right to hold onto any papers or documents (i.e., a retaining lien) until we are paid, unless it will cause substantial harm or prejudice to your case.

_____ (Husband Initial Here) **_____ (Wife Initial Here)**

FORMER OR INACTIVE CLIENTS. Once your work is completed you are technically considered a former client, sometimes referred to as an inactive client, but still entitled to certain protections under the Rules of Professional Conduct, including those relating to confidentiality. *Among other things, being a former client means that it is your responsibility, not ours, to come back periodically to make sure your estate planning documents are up to date with current law and with your objectives.*

CONFLICTS OF INTEREST. Under our Rules of Professional Conduct, a lawyer cannot represent a client if the representation of that client will be directly adverse to another client; unless, the lawyer believes the representation will not adversely affect the relationship with the other client; and each client consents after consultation. Also under our Rules, a lawyer cannot represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interest, unless the lawyer believes that the representation will not be adversely affected; and the client consents after consultation. It is our policy not to accept a case if we know of any such conflicts of interest that prevent us from representing you. If you know of any conflicts of interest, please notify us immediately.

Notwithstanding the above, the Rules of Professional Conduct do not prevent a lawyer from representing another client in a matter adverse to a *former* client so long as the matter is not the same or substantially related to the previous representation and there is no use of confidential information from the previous representation. This usually occurs in an adversarial setting, which this firm does not routinely engage in. It is our policy not to represent a current client against a former client; however, we reserve the right to do so, within the parameters of the Rules of Professional Conduct.

DUAL REPRESENTATION. When representing multiple clients in a single matter, the lawyer must consult with the clients about conflicts of interest and the consultation must include an explanation of the common representation and the advantages and risks involved. This is because the representation of one client may materially limit the lawyer's responsibility to the other client and the interests of the clients may conflict. If this is a dual representation, there is a separate dual representation letter attached for you to review, sign and return.

OTHERS ATTENDING MEETING. If others are to attend any of our meetings, please let me know in advance. There are certain conflict of interest and privilege issues, which I will need to discuss with you before someone else joins our meeting. We also have a special letter that will need to be signed by you and the person attending the meeting.

WHEN YOU BECOME A CLIENT. *Please keep in mind that until we both agree, you are not a current client, entitled to the protection afforded current clients of this firm.* You are, however, a *prospective client* which entitles you to certain protections such as confidentially of information as discussed above. To the extent of any previous work, you become a former client and similar confidentiality protections apply.

WHO DO WE REPRESENT? *We only represent you if we have a written agreement to do so. We do not represent any of your intended beneficiaries, or their interests, including being a possible third party beneficiary of your planning, nor do we owe them any duties without your written approval, our consent, a separate written engagement letter, and an additional 100% of the total fees otherwise charged, per additional person represented. Provided, however, nothing herein is intended to prospectively limit our firm's liability to you as our client.*

Special language will be added to your Wills and Trust Agreements to this same effect. If anyone sues to challenge your planning based upon the theory of a third party beneficiary, and loses, they will pay all costs and expenses, including our legal fees. This does not prevent them from filing a lawsuit against us, nor does it limit our liability for malpractice; however it may help prevent frivolous lawsuits. Nevertheless, our position is and will be that we are not liable to them as a third party to our agreement with you.

_____ (Husband Initial Here) **_____ (Wife Initial Here)**

USE AND RISKS OF TECHNOLOGY IN REPRESENTATION. Our firm, as with most other law firms, uses various devices and cloud technologies in the representation of clients, including, but not limited to, desktop and laptop computers, networks connecting computers to each other either directly or through the Internet, cloud-based servers, local servers, smart phones, tablets, copy machines, fax machines, and flash drives. These devices use a number of different applications, including word-processing, email, text messaging and spreadsheets. The devices also contain memory in which information is stored.

These devices and their applications have dramatically increased the efficiency and quality of the services provided in the practice of law to the benefit of our clients. At the same time, the use of these devices, applications, and data storage systems, has increased the transmission and storage location of client information, thereby increasing the risk that such information may be compromised.

In the course of our representation, we will most likely communicate with you or others, not just by U.S. Mail and traditional telephones, but also via email, cellular telephones, text messaging, and fax transmissions, just to name a few. Many of the communications may not be encrypted, or are partially encrypted. Although the interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We hasten to add that most commercial services, such as Gmail and AOL, offer some encryption.

You are encouraged to use encrypted emails to send sensitive information related to the representation, including sensitive personal or financial information. We have instituted various policies and procedures designed to protect the confidentiality of client information, including use of passwords, and encrypted email messages when certain highly sensitive information related to the representation is being conveyed. Ironically, often old-fashioned faxes and the USPS are considered more secure and are sometimes used to receive and send information. With that being said, please note our faxes go through a third party server and are received in our AOL account as an email.

Although we have a website from which we can have our own email, we typically use commercial email services such as AOL and Gmail, among others. It is our belief that commercial email services are more capable of protecting the information in an email than our own website. Admittedly, there have been a number of breaches of commercial email services. However, they are constantly improving their services in order to protect their market shares.

For instance, services like Gmail have end to end encryption between two email accounts, both of which are Gmail accounts. AOL has some encryption, but it doesn't appear to be as much as Gmail. We keep emails both in client files and on AOL and Gmail servers. These make finding information on a particular case or client much more efficient than searching our own system, which we also do.

If you are concerned about security, we suggest that you open an email account with Gmail and then correspond with us through our alternate email account with Gmail, which is HowellLawFirm@gmail.com. Although we have email accounts with other commercial providers other than those discussed herein, you should not use them.

For most matters, you may certainly use our AOL account, which is only used for client matters. Although the security may not be the highest, we consider it adequate, based upon all factors.

Please keep in mind that there is always the possibility that your own account can be hacked and even end to end encryption will not protect you. It only protects your email while it travels through the Internet. We often receive emails from clients whose email accounts have been hacked. The clients are often then contacted by our office. The emails can contain anything from prank type messages to viruses that can lock or destroy the information on your computer.

If you wish, with respect to emails, we can use a special encrypted email service from Switzerland. However, we have found that this service, unlike others, can actually lose information in order to protect it. It has no way of

retrieving a lost password, for instance, without deleting all the emails in the account. Also, they too have been hacked.

Due to the manner in which this service works, it will add somewhat to the time it takes to deliver emails to you. Keep in mind that our emails to you will be encrypted, but your email back to us is not likely to be encrypted. *If you want us to use this service, you need to send us an email specifically requesting it.* We estimate that it will increase the cost of our services to a client by 1%-3%.

We can also communicate with you by U.S. Mail, which some consider to be more secure from interception, but extraordinarily slow and costly when compared to electronic communications. We estimate that it will increase the cost of our services by no less than 5%. *If you want us to use U.S. Mail, you need to send us an email specifically requesting it.*

Otherwise, with the above being said, when using our services, you acknowledge and accept the risks of any adverse consequences, which could include the loss of attorney-client privilege and attorney work product confidentiality, other protections, and the disclosure of confidential information. Accordingly, you consent to our use of these technologies.

ENTIRE UNDERSTANDING. This letter constitutes the entire understanding between you and this firm and supersedes all prior understandings, written or oral, relating to its subject matter. Any change must be made or confirmed in writing

We are sincerely delighted that you have chosen us to represent you in your estate planning, and look forward to being of service to you.

Michael J. Howell
The Law Office of Michael J. Howell, P.A.

We have read the engagement letter and agree to its terms.

_____ _____, 20____
SIGNATURE DATE

_____ _____, 20____
SIGNATURE DATE

THE LAW OFFICE OF
MICHAEL J. HOWELL, P.A.
A TRUSTS AND ESTATES LAW FIRM

112 Executive Center
1 Corpus Christi Place, #112
Hilton Head Island, SC 29928
HiltonHeadEstatePlanning.com

Michael J. Howell
Licensed in Florida and South Carolina
Certified by the South Carolina
Supreme Court as a Specialist
In Estate Planning and Probate Law

Certified Mediator in South Carolina
Probate and Circuit Courts

Margaret H. Up De Graff
Licensed in
Florida and
South Carolina

Certified Mediator in South Carolina Probate
and Circuit Courts

Hourly Rate for Michael J. Howell - $395
Hourly Rate for Margaret H. Up De Graff - $350
Hourly Rate for Non-Attorney Staff - $155
Estimated Fee for Standard Estate Planning Services (Married United States Citizens)
Each Engagement Includes up to Two Conferences, Per Engagement

(Note: We Also Offer a Flat Fee of 10% Above the Lowest Hourly Fee Estimate)

Two Health Care Powers of Attorney with Wills and/or Trust Agreements. (*Otherwise, add another $200)*	$225-$275
Two Durable General Powers of Attorney, and corresponding memorandums, with Wills and/or Trust Agreements. (*Otherwise, add another $200)*	$575-$675
Two Revocable Trust(s), whether Single or Joint, Marital Deduction, Credit Shelter, and/or Disclaimer, two companion Pour-Over Wills, two basic Tangible Personal Property Memorandums, and basic Mini-Trusts for Minors, as needed, trust funding business cards, multi-page detailed Estate Plan Summary, and letter to real estate attorney, as needed.	$3,800-$4,400
Two Trust Amendments and/or complete Restatements of Trust Agreements that were *drafted by our office,* including two companion pour-over Wills, two basic Tangible Personal Property Memorandums, and Basic Mini-Trusts for Minors, as needed.	$2,800 - $3,400
Four Bills of Sale to place untitled tangible personal property into each trust, with Wills and/or Trust Agreements. (*Otherwise, add another $200)*	$375-$475
Two Certifications of Trust, with Wills and/or Trust Agreements (*Otherwise, add another $200)*	$375-$475
Two Tangible Personal Property Memorandums, with Wills and/or Trust Agreements (*Otherwise, add another $200)*	$295-$315
Retitling of assets, or change of beneficiary, to conform to planning objectives, *per asset or policy* (other than real estate). (Includes Standard Life Insurance and IRA Beneficiary Designations, per Beneficiary Designation, if assistance is requested	$725-$925
Two Non-complex Wills or Codicils.	$1,275-$1,575

General estate planning review, without new or Restated Trust Agreements or Wills.	$1,275-$1,575
General trust funding review, without new or Restated Trust Agreements or	$1,275-$1,575
General disability planning (basic), with or without new or Restated Trust Agreements or Wills.	$1,275-$1,575
Change of beneficiary name(s), only, Amendments to Trust Agreements, *and/or* Codicils to Wills.	$1,275-$1,575
Change of fiduciary, only, Amendments to Trust Agreements, *and/or* Codicils to Wills.	$1,275-$1,575

The Above Amounts for Married Couples are for Both or Joint Sets Of Documents
Additional Range of Estimated Fees
for Non-Standard or Complex Estate Planning Services, with New or Restated Trusts

Use of U.S. Mail, rather than email, for correspondence and document transmittal.	$325-$375
Specific bequests, per item, after two, including tangible personal property.	$395-$425
Per additional conference, other than the initial and signing conferences, or similar telephone, email, or written correspondence.	$350-$700
Multiple fiduciaries serving together.	$975-$1,275
Non-individual remainder beneficiaries, i.e. charities.	$975-$1,275
Children from previous marriage or relationships.	$975-$1,275
Coordination and communication with third parties (per third party).	$975-$1,275
Additional amount for planning with total value of assets, for Federal estate tax purposes, of over $5,000,000, but less than $10,000,000 (both adjusted for inflation).	$1,575-$2,375
Disinheritance provisions, whether direct or indirect.	$1,575-$2,375
Non mirror image documents.	$1,575-$2,375
Non-standard or complex trust provisions for minors (Non-GST).	$1,575-$2,375
Other non-standard or complex dispositive provisions, including Special/Supplemental Needs Trust(s).	$1,575-$2,375
QTIP marital planning provisions (second marriages-basic).	$1,575-$2,375
Basic Generation Skipping Transfer (GST) Trust provisions and planning, per GST Trust.	$1,575-$2,375
Disability planning, for an actual disability, with new or Restated Trusts.	$1,575-$2,375
Non-Citizen Spouse.	$1,575-$2,375
Basic planning for professional and/or business owner.	$1,575-$2,375
Additional amount for planning with total value of assets, for Federal estate tax purposes, of over $10,000,000, but less than $15,000,000 (both adjusted for inflation).	$1,575-$2,375
Exercise of power of appointment (basic).	$1,775-$2,575
Merger or restatement of two separate Trust Agreements into one Joint Trust Agreement.	$1,775-$2,575
Planning for clients with large IRAs and/or other large retirement accounts with cumulative values over $750,000.	$1,775-$2,575 $4,500-$6,500
Irrevocable Trust, Special/Supplemental Needs Trust or charitable planning, *per Settlor*.	$4,500-$6,500

The "+"next to an estimate means that due to the nature of the work, it can be somewhat higher than the high end of the estimate, but it varies so seldom and by so much that it is impractical to provide a more accurate estimate. The planning is more complex than other planning and involves more custom planning and drafting.

Estimated fees for estate planning services include a review of your asset values and composition, to determine the impact of all estate taxation and lifetime and postmortem probate procedures, as well as drafting the necessary documents. Consideration is also given to means of saving probate costs with and without trusts, and managing

disabilities. Please keep in mind that our planning can only be as good as the information that you provide. Providing substantially wrong or inaccurate information can be harmful to your estate planning.

We only represent you, or possibly you and your spouse, if you are married, and we have a written agreement to do so. We do not represent any of your beneficiaries or their interests, including being a possible third party beneficiary of your planning, nor do we owe them any duties without your written approval, our consent, a separate written engagement letter, and an additional 100% for each known intended beneficiary of the total fees otherwise charged.

It is highly recommended that you allow us to use email on all correspondence, and to transmit drafts of documents, as the use of paper and regular mail can add up to 5% or more to the total cost. Unless otherwise specified, all estimates assume the use of email rather than regular mail.

More than two conferences, emergency procedures, house calls, more than normal telephone conferences or emails, and dealing with third parties, including your other advisors who are not our client(s), cannot be accurately estimated, and can easily be more than the estimates given above.

Codicils and Amendments to documents which *we* drafted, are estimated above. It is generally less risky and more cost effective to completely *restate* a document than *amend* it. This brings it up to date in terms of subtle changes, which occur in the law and documents over the years. *Also, we do not amend any document prepared by someone who is not a South Carolina certified specialist in estate planning and probate law*. Also keep in mind that the longer it has been since you had your estate plan reviewed, the more likely it is that a restatement will be necessary. Most of the time, an Amendment is no less expensive than a Restated Trust Agreement. We normally recommend that clients have their estate plan reviewed no less often than every 2-3 years.

Except as otherwise noted above, the estimated fees are for married couples having assets of up to approximately $5,000,000 and sometimes $10,000,000 (both adjusted for inflation) utilizing standard estate planning documents.

Estimated fees for estate planning services listed below include a review of your asset values and composition, to determine the impact of estate taxation and lifetime and postmortem probate procedures, as well as drafting the necessary documents. Consideration is also given to means of saving probate costs with and without trusts and managing disabilities. Please keep in mind that our planning can only be as good as the information that you provide. Providing substantially wrong or inaccurate information can be harmful to your estate planning.

Notwithstanding the above estimates, the actual cost depends upon how much time the work takes to complete. Please note that you are not being charged for documents. You are being charged for our time. In most cases, the actual fee for basic estate planning services is normally within 10%-15% more or less of the amount shown. However, if the work exceeds the estimate, we will reduce it to come within the estimate, unless: (1) we do additional work, requested by you, that is not covered by the estimate, or (2) *we provide you with an amended estimate for additional work, prior to or contemporaneously with doing the additional work, or (3) the estimate has a "+" in one or more of the categories, or one of the categories is marked "May Apply". However, if (3) applies, the actual cost will not exceed the estimate by more than 10%-15% without advance notice.*

"May Apply" is used when an item is part of the work, but in our judgment the actual amount may not be as high as the estimated amount, or may not apply at all, depending upon circumstances. It is also usually a hard to estimate amount, based upon the circumstances of your case. If an estimate has a "+", it means that the amount may be more than the amount shown. It is also a hard to estimate amount, based upon the circumstances of your case.

Unless otherwise noted, the fees are for our standard or basic planning and drafting techniques. Please keep in mind that "standard" and "basic" do not necessarily mean "simple." There can also be additional charges if there are certain types of Special Needs Trusts, complex family situations, children from previous marriages or relationships, no natural objects of your bounty, disproportionate distributions, disinheritances, large individual

retirement plans, closely held businesses, complex assets, out of state documents, or other unusual circumstances. Please keep in mind that this fee schedule is subject to change without prior notice, as to any work after the notice.

From the conference, after you make the decision as to what type of plan you want, it generally takes us 10-14 days to provide you with documents. It normally takes about 30 days or less to complete all work; although in emergency situations, we can complete the work much sooner, but there can be additional charges for such expedited work. We often bill on an interim basis. You may receive multiple statements before all work is completed, depending upon when you come in during the month.

Bills are payable upon receipt and those unpaid for more than 30 days are subject to an additional charge of 1.5% per month. ***If not paid sooner, all amounts due for services rendered are payable when your work is picked up, assuming we have billed you for the work, or we have a bill when you pick up the work. If you do not have a check, we also accept most major credit cards.***

Our fee schedule also assumes that from start to finish, it only takes about 30 days to finish all of our work and close the file. In cases where it takes longer, it is usually due to external factors such as the quantity of work needed, extra meetings, and other matters beyond our control. In such cases, the fees will tend to be higher and the longer it takes, then the more the fees will usually be.

Please keep in mind that we provide you with *independent legal advice*. Many other advisors do not give independent advice because they sell other products or non-legal services. We do not sell products or non-legal services. We only represent you, or possibly you and your spouse, if you are married and we have a written agreement to do so. Often other advisors make recommendations for products and/or services that affect your estate planning. These should be carefully analyzed prior to purchasing; otherwise, they can adversely affect your planning.

In some cases, other advisors make recommendations that are not necessary or appropriate and that can cost more. In such cases, we listen and analyze, but our job is to represent you and to give you *independent legal advice*. We do not normally rely upon the recommendations of other advisors, due to the conflict of interest issues involved with their advice, if products and/or non-legal services are suggested by them, or they are not qualified to provide the advice given, just as we are not qualified in their particular area of expertise.

In some cases, we have found that people who bring other advisors to the meeting have difficulty making decisions for themselves. This in itself can and usually does take more time to plan and implement.

Notwithstanding the above, to the extent necessary, we can and do follow up with and consult with your other advisors. However, it costs more because most work is hourly and it can take significantly more time.

We have non-attorney staff members who assist our attorneys in providing legal services. Such non-attorney staff members may have special training in areas relating to estate planning, tax planning, financial planning, insurance planning, retirement planning, probate, and/or related areas of taxation, accounting and/or mathematics. They and their work are under the direction and supervision of an attorney. They are allowed to gather information, relay information, and prepare documents under attorney supervision. Under no circumstances are they allowed to answer questions that are or may be construed as legal advice, nor can they give legal advice. If at any time during your representation, you believe that a staff member, who is not licensed to practice law in this state, is providing you with legal advice, you should ignore it and speak directly to one of our attorneys. Neither the staff member nor the attorney will be offended.

Also, please note that even an attorney licensed in another jurisdiction cannot normally provide legal advice in our state. At times, we may have employees, usually referred to as law clerks, who may be licensed in other states, who also are not allowed to give legal advice.

The following are estimates for Standard and Basic Estate Planning Services:

Standard (Non-Basic) Estate Planning Normally Includes the Following, and Up to Two Conferences:

Two Statutory Health Care Powers of Attorney including HIPPA provisions	$225-$275
Two Durable General Powers of Attorney	$575-$675
Two Revocable Living Trust Agreements Including: Companion Pour-Over Wills for husband and wife, and Basic Tangible Personal Property Memorandum, Including HIPAA provisions, and Basic Mini-Trusts for Minors as needed.	$3,800-$4,400
Four Bills of Sale	$375-$475
Two Certifications of Trust	$375-$475
Hourly Fee Estimate Total	**$5,350-$6,300**
Flat Fee	**$5,885**

Basic Estate Planning Normally Includes the Following, and Up to Two Conferences:

Two Statutory Health Care Powers of Attorney including HIPPA provisions	$225-$275
Two Durable General Powers of Attorney	$575-$675
Two Non-Complex Wills	$1,275-$1,575
Hourly Fee Estimate Total	**$2,075-$2,525**
Flat Fee	**$2,282.50**

A lawyer's time and advice are his stock in trade." --- Abraham Lincoln.

The Law Office of Michael J. Howell, P.A.
Estimated Fee Range for Standard and Basic Premium Estate Planning Services (Married Couple)
Description of Standard Estate Planning Services
Each Engagement Includes up to Two Conferences, Per Engagement

(Note: We Also Offer a Flat Fee of 10% Above the Lowest Hourly Fee Estimate)

	Hourly Fees	Total Fee
Two Health Care Powers of Attorney with Wills and/or Trust Agreements. (*Otherwise, add another $200)*	$225 - $275	
Two Durable General Powers of Attorney, and corresponding memorandums, with Wills and/or Trust Agreements. (*Otherwise, add another $200)*	$575 - $675	
Two Revocable Trust(s), whether Single or Joint, Marital Deduction, Credit Shelter, and/or Disclaimer, two companion Pour-Over Wills, two basic Tangible Personal Property Memorandums, and basic Mini-Trusts for Minors, as needed, trust funding business cards, multi-page detailed Estate Plan Summary, and letter to real estate attorney, as needed.	$3,800 - $4,400	
Two Trust Amendments and/or complete Restatements of Trust Agreements that were *drafted by our office*, including two companion pour-over Wills, two basic Tangible Personal Property Memorandums, and Basic Mini-Trusts for Minors, as needed.	$2,800 - $3,400	
Four Bills of Sale to place untitled tangible personal property into each trust, with Wills and/or Trust Agreements. (*Otherwise, add another $200)*	$375-$475	
Two Certifications of Trust, with Wills and/or Trust Agreements (*Otherwise, add another $200)*	$375-$475	
Two Tangible Personal Property Memorandums, with Wills and/or Trust Agreements (*Otherwise, add another $200)*	$295-$315	
Retitling of assets, or change of beneficiary, to conform to planning objectives, p*er asset or policy* (other than real estate). (Includes Standard Life Insurance and IRA Beneficiary Designations, per Beneficiary Designation, if assistance is requested.	$725 - $925	
Two Non-complex Wills or Codicils.	$1,275 - $1,575	
General estate planning review, without new or Restated Trust Agreements or Wills.	$1,275 - $1,575	
General trust funding review, without new or Restated Trust Agreements or Wills.	$1,275 - $1,575	
General disability planning (basic), with or without new or Restated Trust Agreements or Wills.	$1,275 - $1,575	
Change of beneficiary name(s), only, Amendments to Trust Agreements, *and/or* Codicils to Wills.	$1,275 - $1,575	
Change of fiduciary, only, Amendments to Trust Agreements, *and/or* Codicils to Wills.	$1,275 - $1,575	
Use of U.S. Mail, rather than email, for correspondence and document transmittal.	$325 - $375	
The Above Amounts for Married Couples are for Both or Joint Sets Of Documents **Description of Additional Range of Estimated Fees** **for Non-Standard or Complex Estate Planning Services, with New or Restated Trusts**		
Specific bequests, per item, after two, including tangible personal property.	$395 - $425	
Per additional conference, other than the initial and signing conferences, or similar telephone, email, or written correspondence.	$350 - $700	
Multiple fiduciaries serving together.	$975 - $1,275	

Non-individual remainder beneficiaries, i.e. charities.	$975 - $1,275	
Children from previous marriage or relationships.	$975 - $1,275	
Coordination and communication with third parties (per third party).	$975 - $1,275	
Additional amount for planning with total value of assets, for Federal estate tax purposes, of over $5,000,000, but less than $10,000,000 (both adjusted for inflation).	$1,575 - $2,375	
Disinheritance provisions, whether direct or indirect.	$1,575 - $2,375	
Non mirror image documents.	$1,575 - $2,375	
Non-standard or complex trust provisions for minors (Non-GST).	$1,575- $2,375	
Other non-standard or complex dispositive provisions, including Special/Supplemental Needs Trust(s).	$1,575- $2,375	
QTIP marital planning provisions (second marriages-basic).	$1,575- $2,375	
Basic Generation Skipping Transfer (GST) Trust provisions and planning, per GST Trust.	$1,575- $2,375	
Disability planning, for an actual disability, with new or Restated Trusts.	$1,575- $2,375	
Non-Citizen Spouse.	$1,575 - $2,375	
Basic planning for professional and/or business owner.	$1,575- $2,375	
Additional amount for planning with total value of assets, for Federal estate tax purposes, of over $10,000,000, but less than $15,000,000 (both adjusted for inflation).	$1,575- $2,375+	
Exercise of power of appointment (basic).	$1,775 - $2,575	
Merger or restatement of two separate Trust Agreements into one Joint Trust Agreement.	$1,775 - $2,575	
Planning for clients with large IRAs and/or other large retirement accounts with cumulative values over $750,000.	$4,500 - $6,500	
Irrevocable Trust, Special/Supplemental Needs Trust or charitable planning, *per Settlor*.	$4,500 - $6,500	
Other:		
Estimated Hourly Fee		
Flat Fee Adjustment (10% of the low end of the Hourly Range)		
Flat Fee		

THE LAW OFFICE OF
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A TRUSTS AND ESTATES LAW FIRM

112 Executive Center
1 Corpus Christi Place, #112
Hilton Head Island, SC 29928
HiltonHeadEstatePlanning.com

Michael J. Howell
Licensed in Florida and South Carolina
Certified by the South Carolina
Supreme Court as a Specialist
In Estate Planning and Probate Law

Certified Mediator in South Carolina
Probate and Circuit Courts

Margaret H. Up De Graff
Licensed in
Florida and
South Carolina

Certified Mediator in South Carolina Probate
and Circuit Courts

Michael J. Howell

Michael J. Howell is a senior legal advisor with many years of knowledge and expertise. He is a Certified Specialist in Estate Planning and Probate Law in South Carolina, as well as a Certified Mediator in South Carolina Probate and Circuit Courts. He has built a solid reputation as an expert in all aspects of estate planning and probate law. He is well known for his leadership, discretion, candor, and handling of clients' estate planning and probate needs.

Further, Michael has been involved in developing policy and serving on committees related to estate planning, probate, professional conduct, and ethics among lawyers. Hilton Head Monthly Magazine named Michael J. Howell one of the Top Lawyers of the Lowcountry for two consecutive years; first in April 2013, and again in April 2014, which was the last year they offered the rating. Avvo, an Independent Lawyer Rating Service, rates Michael as *Superb* in both Estate Planning and Probate Law - the highest possible rating.

Born in 1951, in Columbia, South Carolina, Michael has been a life-long resident of South Carolina, and specifically Hilton Head Island, since 1978, when he relocated from Columbia after receiving his Bachelor of Science degree in Accounting in 1974 and his Juris Doctor degree in 1977 from the University of South Carolina.

Michael became a member of the South Carolina Bar in 1977, and became certified by the South Carolina Supreme Court as a Specialist in Estate Planning and Probate Law in 1992. In addition to being a member of the South Carolina Bar, Michael is also a member of the Florida Bar.

Throughout his career as an attorney, Michael J. Howell has consistently played an active role within the South Carolina Bar Association, South Carolina Supreme Court Commission on Continuing Legal Education and Specialization, as well as his local Bar Association. The highlights of his accomplishments include:

- Current member over the last 25+ years and past Chairman of the Professional Responsibility Committee of the South Carolina Bar Association.
- 2018 and 2019 Member of the National Association of Certified Valuators and Analysts.
- Member of the 2017/2018 South Carolina Bar Professional Responsibility Technology Subcommittee reviewing rules related to attorney competency, and the emerging risks involved in using modern technology.
- Member of the Board of Governors of the South Carolina Bar Association from 2006-2009.

- Member of a 2002-2005 subcommittee studying and recommending changes to the Model Rules of Professional Conduct for Lawyers.

- Member of a South Carolina Bar Committee that worked in conjunction with The South Carolina Supreme Court, as well as its own commission pertaining to the new Rules of Professional Conduct for Lawyers, which became effective on October 1, 2005.

- Member of the South Carolina Supreme Court's Commission on Continuing Legal Education and Specialization from 1998 until 2004; a commission which oversees the required continuing legal education requirements for South Carolina attorneys in addition to specialization programs for attorneys in South Carolina. From 2002-2004, Michael served as Secretary of the Commission.

- Sub-committee Chair overseeing work related to multidisciplinary practices and changes to rules on what to do with a legal practice when an attorney dies, becomes incompetent, is suspended, or disbarred. Under Michael's leadership, the committee published a manual for South Carolina attorneys who are appointed by the South Carolina Supreme Court to take over such practices.

- Representative of the South Carolina Supreme Court's Commission on Continuing Legal Education and Specialization at the America Bar Association National Roundtables on lawyer specialization, from 2001-2003.

- Joined the South Carolina Estate Planning and Probate Law Specialization Advisory Board in 1993, which interviews and assesses an attorney's potential to become a Certified Specialist in Estate Planning and Probate Law. From 1995-1996, Michael was Chairman of the Advisory Board.

- He contributed questions for the very first examination for South Carolina Certified Specialists in Estate Planning and Probate Law through one of its first committee members and helped rewrite the examination while on the Advisory Board.

- Michael was a member of the committee composed of probate judges and bar members who reviewed the South Carolina Probate Court forms, making changes as needed; and by 2013, the South Carolina Probate Code forms underwent significant revisions, becoming effective January 1, 2014.

- Past member of the Unauthorized Practice of Law Committee of the South Carolina Bar Association, in addition to being a member of the complaints subcommittee. Michael and the committee worked with the South Carolina Attorney General's office in investigating one of the most significant unauthorized practices of law cases ever brought in South Carolina dealing with the preparation of Wills, Trust Agreements, and related estate planning documents.

- Life Fellow of the South Carolina Bar Foundation, which supports programs around South Carolina, designed to provide legal services to those who cannot afford them. The Foundation also supports efforts to educate the public about the law.

- He is also a Legacy for Justice Member of the Florida Bar Foundation, which is a foundation similar to the South Carolina Bar Foundation.

- Charter member of the Hilton Head Council of Estate and Financial Advisors and was President during the 2001-2002 fiscal year. In 2006 he was named a Member Emeritus, which is a lifetime position.

- Member of The Hilton Head Island Bar Association for over 40 years. For the 2011-2012 fiscal year, Michael was the Program Chairman for Continuing Legal Education courses for local attorneys.

Michael is a frequent guest speaker on topics relating to Estate Planning and Probate Law. He is a published author of several articles including *Disclaimer Trusts: a wait and see approach to estate planning in light of EGTRRA* published in the November 2002 issue of South Carolina Lawyer magazine and *What's New and What's Left in Sophisticated Estate Planning* published by National Business Institute, June of 2003 for its manual Advanced Estate Planning Techniques in South Carolina, and also *Ethical Considerations for Estate Planning Lawyers in South Carolina – A Study of Selected Provisions of the Rules of Professional Responsibility* and a substantial update to *What's New and What's Left in Sophisticated Estate Planning,- A Primer on Selected Estate Planning Techniques for South Carolina Attorneys* both published by National Business Institute for its April 2004 manual on How to Protect Assets During Life and Avoid Estate Tax at Death in South Carolina.

In 2018, Michael was a speaker at the South Carolina Probate Judges Bench Bar Seminar in Columbia, South Carolina on the subject of guns in estates and trusts. In 2016, Michael was a speaker at the South Carolina Probate Judges meeting on Hilton Head Island, South Carolina on the subject of using Special Administrators in Probate Court. This was his second presentation to the probate judges. The first concerned problems created when someone writes on or otherwise alters a Will after it has been signed, held at a meeting of South Carolina Probate Judges on Hilton Head Island, South Carolina.

Michael has been a member of St. Andrew by-the-Sea United Methodist Church since 1978. He has taught Sunday school for nearly 40 years. Past duties include being Chairman of the Pastor-Parish Committee, Chairman of the annual stewardship drive, Chairman of the Fall Festival, member of the administrative board, and member of the Long-Range Planning Committee. Michael was also on the Endowment Committee and co-authored the Endowment Fund Agreement.

Michael has acted as a volunteer attorney for people with limited means, through a program sponsored by the South Carolina Bar. He also provided pro bono, reduced fee, or free, legal services to local individuals and groups who either cannot afford an attorney, or cannot afford to pay the full cost of an attorney. Additionally, he was a volunteer attorney for probate matters with Jacksonville Area Legal Aide (JALA) in Jacksonville, Florida and supports JALA financially.

As part of his commitment to helping people with limited means have access to legal help, Michael supports the Lowcountry Legal Volunteers by sponsoring events that benefit them financially.

Margaret H. Up De Graff

Margaret Howell Up De Graff is Vice President of the firm, specifically in charge of the firm's Probate and Trust Administration and Settlement Division. In addition to Probate, she also handles Estate Planning matters, including drafting Wills, Trusts, Durable General Powers of Attorney, Health Care Powers of Attorney, and related documents used in estate tax planning. She has been practicing law since 2009.

A native of Hilton Head Island and the Lowcountry, after graduating from Hilton Head Preparatory School, Margaret received her undergraduate degree from the University of South Carolina and her Juris Doctor from Florida Coastal School of Law. Margaret is licensed to practice law in South Carolina and Florida. Margaret is a Certified Mediator in South Carolina Probate and Circuit Courts. She is a member of the Hilton Head Bar Association, the South Carolina Bar Association Young Lawyers Division, and the South Carolina Bar Association's Probate, Estate Planning, and Trust Section. Margaret serves on the Professional Responsibility Committee, the Unauthorized Practice of Law Committee, and also on the board of Lowcountry Legal Volunteers.

Margaret is married to Stephen Up De Graff of Savannah, Georgia and is the proud mother of two beautiful boys, Jorden Morse Up De Graff, and Howell Pete Up De Graff.

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What Our Clients Receive with Their Estate Planning Services

Phase I
Pre-Conference Introductory Material

- Complete package of information explaining our services, our estimated fees, and forms for use in providing us with information needed to complete your estate planning.

- Our website at HiltonHeadEstatePlanning.com with comprehensive educational information on estate planning and probate matters.

Phase II
Estate Planning Conference

- Estate planning conference with Michael J. Howell (or Margaret H. Up De Graff, if you so choose), usually lasting up to two (2) hours, but it can last longer, to discuss your testamentary and estate planning wishes as far as who is to receive your property and how it is to be distributed.

- We will also help you formulate your plan, the documents, and the scope of our services that are needed to complete your work.

- It also includes a discussion of possible means of reducing estate taxes, depending upon your goals and objectives.

- It will also include ideas on how to avoid probate with and without the use of trusts and the tax advantages and disadvantages.

- During this conference, you will also discuss who will be your Personal Representative, Trustee, Health Care Agent, and Agent under your financial Power of Attorney.

- To the extent needed, we will also discuss any special needs that you or your beneficiaries may have; if for instance, there are minors or beneficiaries with disabilities.

Phase III
Designing and Drafting Your Planning Documents

After the initial conference, we will design and draft and send to you, a complete set of estate planning documents. Depending upon your goals and objectives, this may include the following:

- Wills
- Trusts
- Tangible Personal Property Memorandums
- Bills of Sale to Place Untitled Tangible Personal Property (household and personal effects) into Trust
- Certifications of Trust Suitable for Filing with the Register of Deeds Office by Your Real Estate Attorney
- Durable General Powers of Attorney
- HIPAA Releases
- Health Care Powers of Attorney
- Estate plan summary, which explains, in summary form, each of the estate planning documents.
- Separate memorandum concerning your Durable General Power of Attorney, explaining special issues associated with its use.

Phase IV
Discussion and Signing Conference

- During this conference, we will discuss any questions that you may have with your estate planning.
- After you are comfortable that you understand the planning, you sign the documents and we will witness and notarize them, as needed.
- If for any reason there are changes or you need more time, a further conference or conferences will be scheduled.
- These conferences can also last up to two (2) hours and can be longer.

Phase V

Estate Planning Binder and Instructions

- In addition to your original executed documents, which should be placed in a safe location, you will receive a deluxe Estate Planning Binder with a photocopy of the estate planning documents that we prepared on your behalf.
- The binder will have a section for important information to make it easier for your loved ones to find the necessary information if you die or become disabled.

- You will also receive a CD with a copy of the estate planning documents that we prepared on your behalf. You can also save copies onto your computer.

- If you have a trust agreement and own a local residence, we contact your real estate attorney to let him or her know to place your real estate in trust, as needed.

- You are provided with list of items needed to fund your trust, if a trust is part of you planning. Basically, the list tells you the normal documents required by a third part in order to fund your trust, by placing various assets into it.

Phase VI

Post Signing

- After the original documents are signed, they will be fastened and manuscript covers added, as needed.

- You will receive your original documents in a separate package.

- You will receive a special heavy duty binder with a copy of your documents.

- The binder will also have a table of contents and can be used to keep all of your estate planning documents and information, including information on each of your assets, their values, and how they are owned.

- You will also receive a CD in PDF format with copies of your documents, which you can review on your computer and print or email, as needed.

- Letter to your local real estate attorney with an explanation of how to title your personal residence, if it is placed in your trust, along with supplemental information on how mortgages are treated and what you need to do to make sure to preserve your Homestead Exemption and 4% assessment ratio. We also provide your real estate attorney with the original Certification(s) of Trust for filing with any deeds.

- Basic outline on how to fund your trust, if you want to do it yourself. Most of it can and should be done by you, but retirement plans, and annuity and deed changes should be handled by an expert.

- Set of wallet cards giving the technical legal name for titling trust assets in case anyone asks.

- If you need further help, we also provide a list of our trust funding services and the information that we will need.

- Closing letter explaining what we have done, what you need to do, and enclosing additional information for your use.

- See our website at HiltonHeadEstatePlanning.com for information on estate planning and probate.