

DRAFT FOR CLIENT REVIEW

INVOICE

June 1, 201__

ABC Financial, Inc.
5800 ABC Center
Suite 100
ABC, _____
Attn: Mr. Michael E. JKL

Client: ABC Financial, Inc.

Matter(s): DEF Realty
MNO Plaza

FOR PROFESSIONAL SERVICES RENDERED FROM April 1, 201__ through May 31, 201__, including the following:

April, 201__

Review various correspondence; intraoffice conference; compare Letter of Intent to Landlord's proposed draft of Lease ("First Draft"); extended intraoffice conference regarding the Letter of Intent; assess issues raised by disparities between Letter of Intent and First Draft; correspondence to Mr. GHI; correspondence to Mr. JKL; telephone conference with Mr. GHI; extended intraoffice conference regarding similarities and disparities between lease for MNO Plaza and lease for PQR; compare PQR lease to the proposed lease for MNO Plaza; intraoffice conference re. Letter of Intent and First Draft; prepare for telephone conference with Mr. GHI; extended conference call with Mr. GHI; intraoffice conference; telephone conference with Mr. GHI; reviewed lists of issues discussed in telephone conference with Mr. GHI; draft Confirmations, Questions and Open Matters; review notes of conference call with Mr. GHI and review of building; correspondence to Mr. JKL; communication to Mr. GHI; draft revisions to Letter of Intent comparison; communication to Mr. GHI re. blitz of negotiations; review Mr. JKL's answers; telephone conference with Mr. GHI; draft correspondence to Mr. JKL; intraoffice conference; review correspondence to Mr. JKL; correspondence to Mr. JKL; compiled list of troublesome sections in First Draft; prepare list of issues to discuss with real estate advisors to Client; commence drafting potential inserts to First Draft; correspondence to Mr. STU; draft additional potential inserts for First Draft; review mark up of First Draft; extended intraoffice conference on Saturday re. First Draft; compare checklist of issues for Mr. GHI; extended Sunday evening telephone conference with Mr. GHI re. issues, background of discussions, perspective on certain issues; prepare list of issues for Mr. JKL; extended Sunday evening telephone conference with Mr. JKL re. issues; draft List of Revisions, Needs and Questions; draft various lists and charts of issues, alternatives, fact and operating questions and unaddressed issues; prepare checklists of various types on issues; intraoffice conference re. issues; review standards for Acord 27 and 28; review and edit correspondence to insurance advisor; draft revisions to checklist; extended conference call with Mr. JKL; extended late evening telephone conference with Mr. GHI; correspondence to Mr. VWX; telephone conference with Mr. GHI re. certain operating issues; prepare updated checklists; review likely difficult issues; prepare for negotiating session; identify and prioritize business issues; extended

ABC Financial, Inc.

Invoice: April 1, 201__ through May 31, 201__

afternoon conference to negotiate lease issues with Mr. YZA, Mr. JKL and Mr. STU; telephone conference with Mr. GHI; draft revisions to First Draft; further drafting of revisions; prepare Tenant's List; correspondence to Mr. STU; correspondence to Mr. STU and BCD; intraoffice conferences; continued drafting of revisions; conference call with Mr. GHI to review issues; telephone conference with Mr. GHI, correspondence to Landlord; draft Tenant's List of Landlord; draft various updates to List; various correspondence with representatives of Landlord review information and data forwarded by Landlord; evaluate issues raised; continued drafting of revisions to First Draft; all late afternoon and all evening drafting of revisions to First Draft; drafting of revisions to Lease through night and into early morning; correspondence to all with revised draft of Lease ("Second Draft"); telephone conference with Mr. YZA regarding issues; telephone conference with Mr. JKL; correspondence to Mr. GHI and Mr. YZA; correspondence to Client re. HVAC cost issues; reviewed Second Draft looking for inconsistencies and issues; intraoffice conference; review correspondence from Mr. JKL, correspondence from Mr. STU, correspondence from Mr. BCD, and correspondence from Mr. JKL; telephone conference with Mr. JKL; intraoffice conference re. revisions; communication to Mr. BCD; communication to Mr. BCD; telephone conference with Mr. GHI; draft Initial Business Issues and evaluate; draft revisions to Initial Business Issues; correspondence to tenant team; intraoffice conference re. revised lease from landlord ("Third Draft"); tracked changes in the Third Draft, prioritized them, and compared with Second Draft; draft and prepare Comments on Third Draft; prepare for conference; extended morning conference with Mr. JKL and Mr. GHI over Business Issues; intraoffice conference; communication to Mr. BCD; and correspondence to tenant team.

May, 201__

Extended conference call with Mr. BCD; review update of Business Issues; intraoffice conference regarding Decisions of Client on various Business Issues; draft revisions to correspondence; telephone conference with Mr. BCD regarding draft sent from Landlord 06.28.__; added decisions to Business Issues; intraoffice conference re. differences in May 19 Letter of Intent; draft revisions to correspondence to tenant team; commence draft of mark-up of Lease; telephone conference with Mr. GHI re. the Letter of Intent; correspondence re. the Letter of Intent; compared May 6 and May 19 Letters of Intent, correspondence re. parking language; revised Business Issues chart; intraoffice conference re. Letter of Intent; extended correspondence to Mr. JKL re. parking issue; prepare Legal Issues, Open Issues and Business Issues; correspondence to Mr. JKL re. insurance; draft table of Legal Issues; draft revisions to Legal Issues; correspondence to Mr. BCD; correspondence to Mr. JKL; review correspondence from Mr. JKL; intraoffice conference; telephone conference with Mr. GHI; prepare list of Business Issues; extended conference call with Mr. GHI and Mr. JKL; checked legal issues, open sections, business issues; intraoffice conference re. legal issues, open sections, business issues; telephone conference with Mr. JKL and Mr. GHI regarding business issues/open issues; telephone conference with Mr. GHI regarding business issue discussion he and Mr. JKL had with Mr. STU and Mr. Smith; intraoffice conferences re. review of revised draft, timeline etc.;

ABC Financial, Inc.

Invoice: April 1, 201__ through May 31, 201__

review of latest draft of Lease; review June 25 draft and evaluate a number of proposed revisions that have been included; correspondence to Mr. JKL with June 25 redline revision with scorecard for legal issues; correspondence to Mr. JKL; intraoffice conference to go over revised draft of lease, identify remaining issues and alternative approaches; prepare for mid-afternoon conference call; draft Discussion Points for conference call; telephone conference with Mr. JKL re Discussion Points; review revised drafts by Mr. BCD; telephone conference with Mr. BCD to negotiate certain issues; telephone call from Mr. BCD re. discussions with Mr. STU; telephone conference with Mr. BCD re. additional issues; review revised drafts to incorporate changes; telephone conference with Mr. GHI re update; prepare lease changes on July 8 draft; correspondence to Mr. JKL; markup Discussion List; correspondence to Mr. JKL with update; telephone conference with Mr. BCD; telephone conference with Mr. JKL re. revisions; intraoffice conference re. the lease revisions from Landlord on 07.07; compiled questions/business issues; look at revised lease 07.08; went over final lease from Landlord and its Exhibits; correspondence regarding final lease; telephone conference with Mr. YZA regarding rent calculations; correspondence to Mr. BCD; communication to Mr. BCD; telephone conference with Mr. GHI; telephone conference with Mr. GHI; prepare documents for execution; organize executed documents; close transaction; draft Memorandum of Lease; and miscellaneous post closing matters.

AGREED VALUE OF SERVICES: \$?

SUBJECT TO THE CLIENT'S BUDGET AND
SUBJECT TO THE CLIENT'S SENSE OF THE VALUE OF THE FIRM'S SERVICES,
THE FIRM'S SUGGESTION AS TO THE VALUE
OF THE FIRM'S SERVICES IS \$_____.00

THE FIRM RESPECTFULLY REQUESTS THAT, ABSENT A CALL TO THE FIRM, ANY
INVOICE WITH AN "AGREED VALUE OF SERVICES"
BE PAID WITHIN FIVE (5) BUSINESS DAYS.

Excerpts from The Firm Billing Policy:

1. A major goal of the Firm is to make sure that, exclusive of material disbursements, no Client pays a Firm invoice unless the invoice fits the Client's budget and

ABC Financial, Inc.

Invoice: April 1, 201__ through May 31, 201__

unless the invoice represents the Client's determination of the value of the Firm's professional services. The Firm does not finalize any invoice until the Client has approved it in draft form.

Before the AGREED VALUE OF SERVICES is determined by the Client, the Firm proposes for the Client's review and consideration a SUGGESTED VALUE OF SERVICES. The SUGGESTED VALUE OF SERVICES, exclusive of material disbursements, is subject to the Client's budget and the Client's determination of the value of the Firm's professional services.

The AGREED VALUE OF SERVICES represents the agreement between the Firm and the Client as to the value of the Firm's professional services, exclusive of material disbursements. Because the Firm does not bill the Client based on time or disbursements, exclusive of material disbursements, the AGREED VALUE OF SERVICES involves no representation by the Firm as to the amount of time or disbursements involved with the Firm's professional services.

2. The Firm does not bill for routine and non-substantial disbursements. For material disbursements, the Firm will either bill the Client for the material disbursements or request the Client to pay the material disbursements directly to the vendor.