

AGREEMENT FOR BIRTHPARENT OR GUARDIAN REPRESENTATION

AND

PAYMENT OF FEES AND COSTS

This Agreement is made and entered into by and between Dykema Gossett PLLC (hereinafter "Dykema"), 39577 Woodward, Suite 300, Bloomfield Hills, Michigan 48304-2820, and X (hereinafter "Prospective Adoptive Parents"), for the purpose of paying to Dykema its legal fees and costs in connection with Dykema's representation of a birth couple involved in an adoption plan with Prospective Adoptive Parents. In particular, Prospective Adoptive Parents acknowledge and understand that birth couple, Y (hereinafter "Birth Couple") have retained Dykema to represent and advise them in connection with an adoption with Prospective Adoptive Parents. Dykema shall provide counsel and representation to Birth Couple in all legal matters associated with the prospective adoption.

Fees and Retainer Prospective Adoptive Parents agree to pay to Dykema its hourly charges for all services performed for Birth Couple in connection with the prospective adoption, along with all other expenses of representation of Birth Couple. The hourly rate for Joanne Lax, J.D. (P29200) is \$225.00 for calendar year 2003. This hourly rate is subject to change at any time, and ordinarily changes annually. Dykema uses paralegal assistants for certain tasks in connection with adoptions, and also uses administrative staff. Hourly rates for these services range between \$100.00 and \$150.00 for calendar year 2003. These rates are also subject to change at any time, and ordinarily change on an annual basis. All decisions as to the level of staff used to perform a task are based solely upon the nature and complexity of the task, in order to facilitate the delivery of high quality legal services.

All Dykema time spent on behalf of Birth Couple will be billed to Prospective Adoptive Parents, including travel time (if any), and time in court awaiting hearing (if any). In addition to the above hourly rates, Prospective Adoptive Parents agree to pay all out-of-pocket costs and disbursements that Dykema may incur as part of the representation of Birth Couple. These out-of-pocket costs and disbursements will be billed separately to Prospective Adoptive Parents as part of our itemized invoice. Such out-of-pocket expenses and disbursements include, but are not limited to, long distance telephone calls, fax charges, photocopying, postage, messengers, filing and service fees, travel expenses, subpoena fees, deposition fees, witness fees, and other out-of-pocket costs incurred by Dykema. Dykema reserves the right to require that Prospective Adoptive Parents pay large out-of-pocket disbursements directly to third-party vendors.

Prospective Adoptive Parents agree to prepay a portion of anticipated legal fees to Dykema upon execution of this Agreement. The initial prepayment amount is \$3,500.00. We will apply the prepaid amount towards incurred legal fees and expenses on an ongoing basis. If it appears that the initial prepayment amount will be used up before the legal work is completed, we require a second prepayment of an additional \$3,500.00, which we will again use to pay our hourly rates. If this second installment will be used up before the work is completed, we require a third, and so on. We will be unable to continue our representation of Birth Couple if these prepaid installments are not received upon request. If Dykema's total fees and expenses do not equal the full amount of the prepaid amount, Dykema will refund the balance to Prospective Adoptive Parents upon the termination of services. We make no representation as to the total amount of our fees, or how many prepaid installments may be necessary in connection with this adoption.

Dykema will invoice Prospective Adoptive Parents on a monthly basis. The invoice will document the work performed, the attorney, paralegal or administrative staff performing the work, the date of the work, and the time spent, as well as itemized expenses and disbursements. Prospective Adoptive Parents may demand a statement at other times. Prospective Adoptive Parents agree that the prepaid amounts that they supply to Dykema may be used to pay Dykema's invoices.

No Representation As to Outcome; No Attorney-Client Relationship Prospective Adoptive Parents understand that Dykema makes no representation as to the outcome of the adoption. Dykema is bound to follow the lawful directions of Birth Couple regarding their interests in the prospective adoption. Prospective Adoptive Parents further understand and agree that all fees and expenses incurred by Dykema in the representation of Birth Couple are due and payable to Dykema regardless of whether Birth Couple places their child with Prospective Adoptive Parents, gives her consent to the adoption, or otherwise completes the adoption.

Prospective Adoptive Parents acknowledge that there is no attorney-client relationship between Prospective Adoptive Parents and Dykema; the only attorney-client relationship shall be between Birth Couple and Dykema. No attorney-client confidential communications privilege shall attach to the relationship between Dykema and Prospective Adoptive Parents.

Birthparent Counseling; Other Adoption Expenses Dykema strongly recommends that counseling services be made available to Birth Couple and, where applicable, their family. Prospective Adoptive Parents understand that a minimum of several hours of counseling for Birth Couple is frequently part of the cost of an adoption, if Birth Couple elects to attend counseling sessions. Michigan law requires birthparent counseling to be paid for by the prospective adoptive parents. Prospective Adoptive Parents understand that certain medical expenses and other costs relating to the pregnancy, birth and adoption may be paid by the Prospective Adoptive Parents, if they so choose and agree with Birth Couple. Prospective Adoptive Parents understand and agree that such payments, if any, shall not be made contingent on the placement of a child for adoption, release of a child, consent to the adoption, or cooperation in the completion of the adoption, and that if the adoption is not completed, such payments may not be recovered.

Effective Date of Agreement: Governing Law Prospective Adoptive Parents agree that Dykema may expend time on legal matters relating to this adoption prior to receipt of this signed Fee Agreement and the prepaid amount. Prospective Adoptive Parents agree to pay for such services in accordance with the terms of this Agreement, and further agree that the prepaid amount may be applied towards such services.

Prospective Adoptive Parents acknowledge that this Agreement is entered into in Michigan and shall be governed by the laws of the State of Michigan.

Dated: Dykema Gossett PLLC

By: Joanne Lax, J.D.

Dated: