ADDENDUM TO LAWYER-CLIENT AGREEMENT FOR LEGAL SERVICES DURING MEDIATION

The undersigned lawyer and client have previously signed an agreement under which the lawyer will provide certain, limited legal services for the client as stated therein. The client has now requested assistance from the lawyer while the client participates in mediation using the COUNSELED MEDIATION™ services of VIRGINIA MEDIATION, which assistance shall include both legal advice and negotiation coaching before, during and after the mediation sessions, as the lawyer's client may request. Client and lawyer understand that the client's spouse has also engaged the legal services of an attorney licensed to practice law in Virginia, and that unless both lawyers agree to the terms of this Addendum, that there are certain ethical constraints on the type of advice and coaching which the lawyers can give their respective clients. With the consent of the parties and their lawyers, and the acknowledgment of the financial planner, if any, and the mediator, the lawyers and parties agree as follows:

(1) the lawyers will provide legal advice and negotiation coaching during the mediation process, even though the parties may not have their lawyers attend the actual mediation sessions or participate in interactions between the parties and with the mediator:

(2) the advice and coaching

(a) is only given to better prepare the clients to participate effectively in mediation;

(b) is neither given to script nor to mastermind the client's communication directly with the other client; and

(c) is not intended to by-pass the mediation process;

(d) with the understanding that the clients expect their lawyers to communicate frankly and confidentially with their respective clients and with the financial planner, if any, and the mediator; and

(3) the lawyers hereby waive the prohibitions of Rules 4.2 and 8.4 of the Virginia State Bar Professional Guidelines and Rules of Conduct (legal ethics) pertaining to the advice and coaching to be provided hereunder until the conclusion of the mediation process or until receipt of written notice, whichever comes first.

(4) Mediation will be deemed concluded for purposes of this Addendum when one of the clients or the mediator notify all parties (lawyers, clients, financial planner and mediator) in writing (USPS or email, receipt requested), that mediation is concluded.

(5) If the parties desire to continue in mediation but one or both of them intend to cancel this Addendum, the client or clients or either attorney may do so by notifying all parties (lawyers, clients, financial planner and mediator) in writing (USPS or email, receipt requested), that this Addendum is canceled.

(6) The lawyer, in giving legal, practical and coaching advice to that lawyer's client, also agrees to respond in a timely manner to phone calls, emails and other correspondence from that lawyer's client, and, when authorized by that lawyer's client, to phone calls, emails and other correspondence from the financial planner, the mediator and the other party's lawyer.

(7) All parties to this Addendum agree that it may be signed in counterparts; that is, each party may sign a separate duplicate document, with all signature pages constituting one binding, contractual document.

Signed as of the date written beside each signature:

_____	_____	_____	_____
Client (Wife)	Date	Lawyer for Wife	Date
_____	_____	_____	_____
Client (Husband)	Date	Lawyer for Husband	Date
_____	_____	_____	_____
Mediator	Date	Financial Planner	Date

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