

LARRY C. OLDHAM, P.C.
AGREEMENT REGARDING PROFESSIONAL SERVICES

We appreciate your decision to choose our firm, Larry C. Oldham, P.C., to represent you. The following summarizes our billing practices and certain other terms and conditions that apply to our agreement to provide professional services to you (the "Agreement") and which will be in effect for each client to whom we provide services upon acceptance of same. Please sign this Agreement in the space provided below to confirm your acceptance of the terms and conditions of this Agreement and return it to us. If you do not do so but continue to use the firm's services after receiving this Agreement, same shall constitute your acceptance of the terms and conditions set forth herein.

1. Scope of Charges. You should be aware that the provision of legal services often includes intangible benefits bestowed by resolving conflicts and giving advice and other counsel which will prevent issues from arising in the future. You should also be aware that in providing professional services on your behalf, the only thing we have to sell is our time, which includes, without limitation, meetings, telephone calls, legal research, preparing and reviewing correspondence, pleadings and agreements, court appearances, travel to and from meetings, court, closings and other matters that we attend on your behalf, and consultations with other attorneys or parties in furtherance of our representation of you. While there are times we will charge flat fees for services performed on your behalf, most of the time our billing will depend on the actual time we spend working for you.

2. Scope of Our Duties. We will provide legal services on your behalf which will include any general representation you request of us as well as specific services rendered in connection with particular transactions, disputes or litigation matters. You will provide us with such cooperation and truthful and accurate factual information and materials as we require to perform legal services on your behalf. Your failure to disclose material facts to us truthfully and accurately and/or to cooperate with us may lead to our decision to withdraw from representing you and in such case, you agree not to oppose our decision to do so. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work. We encourage you to communicate with us regarding the subject of the representation as the need may arise.

3. Monthly Billing. We capture and bill our time in 1/10th hour increments and will provide you with a monthly invoice reflecting the services rendered on your behalf. In instances in which we represent more than one person, each person that we represent is jointly and severally responsible for all of our fees, and the principals of any legal entities we represent are also jointly and severally responsible for any fees incurred by such entities. Our monthly statements will contain a concise summary of each matter for which we rendered legal services and the corresponding fees and expenses we charged to you.

4. Payments. Payments by you are due within 15 days of your receipt of our invoice for services rendered and should be made by check payable to "Larry C. Oldham, P.C." or by

credit card payment (we are able to take Visa, MasterCard and American Express). Payments not made in a timely manner will be handled as set forth herein.

5. Retainers. It is our standard policy to obtain an advance deposit or retainer upon acceptance of representation in each matter involving new clients, and we also reserve the right to require a retainer when the circumstances dictate doing so when we are handling matters for existing clients. The retainer will be retained in our firm trust account and will be used by us to pay costs, expenses and fees for legal services incurred in connection with our representation of you. At our option, and any time prior to payment of any invoice we send to you, we may apply the retainer to satisfy such invoice. You agree to pay each invoice timely, in accordance with its terms, whether or not we elect to apply all or part of the retainer to a particular invoice. Upon payment by you of each such invoice to which the retainer may have been applied, the payment will be used to replenish the retainer to its original amount. The retainer, as replenished each month during the term of our representation of you, will be applied to any final bill issued by us following the termination of our representation of you pursuant to the terms set forth herein. If the final bill amount does not exceed the then-unapplied portion of the retainer, we will refund the excess to you. If the final bill exceeds the then-available balance of the retainer, you agree to pay the excess amount upon receipt of the final bill.

6. Establishment of Fees. When establishing our fees for services rendered, we are guided primarily by the time and labor required, the novelty and difficulty of the legal issues involved, the legal skill required to perform the particular assignment, the fees customarily charged by comparable firms for similar legal services, the amount of money involved or at risk, the time constraints imposed by you and/or the circumstances, and our inability to work on other matters in order to devote time to your particular needs. All of our attorneys bill their time on an hourly basis and we also may establish hourly rates for paralegals and senior office staff as circumstances dictate or warrant. Hourly rates for attorneys/associates in the firm for each calendar year will be as announced by the firm from time to time, and all fees will be billed to the nearest tenth of an hour unless a flat fee or contingency fee arrangement is agreed to between the firm and the client.

7. Annual Adjustment of Rates. The firm reserves the right to adjust its billing rates for attorneys and paralegals rendering services on behalf of clients in January of each new calendar year, with the increases to take effect as of January 1.

8. Unpredictability of Legal Fees. Unfortunately, the costs and fees involved in legal representation are unpredictable. The amount of time required for us to represent your interests appropriately often are subject to circumstances beyond our control like actions by other parties and their respective counsel, inefficiencies in the legal system in general, and difficulties or delays caused by the action or inaction of governmental officials or other persons with whom we will be working. Time we spend working for you necessarily prohibits us from working on other matters, and such lost opportunity costs often makes it necessary for us to pass the costs of such inefficiency along to our clients. Accordingly, except in cases where we have agreed to represent you on a contingency basis or for an agreed flat fee, we can make no commitment to you concerning the maximum fees and costs that will be necessary to resolve or

complete our representation of you with respect to any particular matter. Accordingly, any discussion of fees and costs that we may have with you is only an estimate of such fees and costs, and you understand that unless otherwise agreed by us, your payment of our fees and costs is in no way contingent on the ultimate outcome of our representation of you.

9. Expenses and Costs. In addition to legal fees, our statements may include out-of-pocket expenses that we have advanced on your behalf and other charges (which may exceed direct costs) for certain support activities, such as charges for extraordinary staff time and copying done outside of our office. Advanced costs generally will include such items as travel expenses, filing, recording, certification, and registration fees charged by governmental authorities, courier fees, computer research, photocopying charges we pay to outside vendors, and court reporter charges. We reserve the right not to advance expenses which exceed \$200.00 in the aggregate and may either ask you to pay same in advance or deduct them from any retainer we are holding on your behalf.

10. Experts and Third Party Fees and Expenses. During the course of our representation of you, it may be appropriate or necessary to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support and/or court reporters. Because of the attorney/client privilege and "work product" protections afforded to services that an attorney requests from third parties, in certain situations our firm, with your consent, may assume responsibility for retaining the appropriate service providers. You, however, will be responsible for paying all fees and expenses of third party service providers who render services for your benefit. We will consult with you before engaging any experts on your behalf. We may require an advance expert witness retainer to ensure that funds are available to pay the consultant/expert whose services are engaged on your behalf, and this will be separate from, and in addition to, any retainer we might otherwise collect from you as discussed herein.

11. Delinquencies. If you do not pay our monthly statements timely, we reserve the right to discontinue representing you until you bring your account current. You agree that non-payment of our invoices shall entitle us to withdraw from representing you. You also agree not to contest any such withdrawal and to execute such documents as will permit us to withdraw. Delinquent invoices will include, at our option, a late charge of 1.5% per month for any amounts not paid when due until same are paid in full. Please be aware that to the extent we have been lenient in the past regarding late payments (often to our detriment), we now intend to impose the stated late charges on past due amounts, without exception. We also reserve the right to report any adverse payment history to the three major credit reporting agencies and Dun & Bradstreet.

12. Enforcement of this Agreement. If either one of us files any legal action or other proceeding against the other as a result of the breach of any of the terms and conditions of this Agreement, the successful or prevailing party shall be entitled to recover from the other reasonable attorney's fees, court costs and all expenses incurred in that action or proceeding or any appeal, in addition to any other relief to which such party may be entitled.

13. Return of Records. During the course of our representation of you, we may ask you to provide us with various documents and records. We will hold these records for you during the pendency of our representation of you and for at least six months thereafter, and we will retain the balance of your file for an appropriate time period. It is your responsibility to secure the return of your records. You are entitled to the return of your file at any time upon reasonable notice to us in order to allow us to make a copy of same for our records.

14. Attorney's Lien. The firm shall have a lien for the payment of all sums due pursuant to this Agreement (i) on all documents, property (both real and personal, regardless of homestead), or money in your possession (or another's possession for your benefit), and (ii) upon property or funds received or receivable by you through settlement, judgment, or otherwise, or which was an issue in litigation between you and other parties.

15. Entire Agreement. This Agreement, as modified by any transmittal letter included with this Agreement, contains the entire understanding and agreement between you and the firm and there are no other agreements or understandings between us regarding the provision of legal services, either express or implied. In order for any changes, modifications or alterations of this Agreement to be effective, they must be in writing and signed by both you and the firm.

16. Authorization of Representation. By either (i) signing and returning a copy of this Agreement (and, if applicable, any accompanying transmittal letter) to us along with any required retainer, or (ii) by continuing to use the firm's services after receiving this Agreement, you authorize us to undertake your representation on the terms and conditions set forth herein.

We look forward to a long-lasting and mutually beneficial relationship with you and trust that you desire the same. Having said that, our representation of you is always terminable at will by either party by prior notice to the other, subject, of course, to ethical restraints and the payment of all fees and costs due to us or others we engage on your behalf.

Accepted and agreed as of the date set forth below.

Entity Name: _____
Authorized _____
Signatory: _____
Date: _____

Individual Name: _____
Individual _____
Signature: _____
Date: _____

Individual Name: _____
Individual _____
Signature: _____
Date: _____