

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

This Power of Attorney and Contingent Fee Contract, hereinafter referred to as the "Agreement," is made between _____, hereinafter referred to as the "Client" and Frederick L. McGuire, hereinafter referred to as the "Attorney."

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. Purpose of Representation

1.01 The client hereby retains and employs the Attorney to represent him or her for the limited purpose of pursuing any and all claims arising from a vehicular accident that occurred on _____, 20____. This accident will be hereinafter referred to as the "Accident." The representation will include the power to investigate the basis for, sue for and recover for any and all damages and/or compensation to which the Client may be entitled to receive, if such damages or compensation arises out of the Accident. Further, the Client authorizes the Attorney to compromise and settle all claims for damages and/or compensation arising out of Accident. It is understood that the Attorney will handle any personal injury claim arising out of the Accident.

II. Property Damage/Rental Vehicle

2.01 If applicable to the client, the client, if owner of the damaged vehicle involved in the accident can either retain the Attorney to assist in the collection of the Property Damage or the client can handle the Property Damage themselves.

a) If the client requests the Attorney to assist in resolving the Property Damage to their vehicle the Attorney will retain \$275.00 for resolving the property damage and having a check issued from the insurance company or other party paying the property damage. If the client selects for the Attorney to assist in resolving the Property Damage the Attorney is limited by the following:

1. The Attorney agrees to assist the Client in setting up a property damage claim with the insurance carrier and obtaining an initial property damage settlement offer from the carrier.

2. The Client agrees to either accept the initial property damage settlement offer prior to any litigation being filed, at which time the Attorney will facilitate the processing of said funds. If the client rejects the initial settlement offer the Attorney is released from all further duties and obligations regarding the resolution of Client's property damage claim prior to any litigation being filed. The Attorney does not litigate property damage claims individually. If however, attorney files suit for bodily injury recovery and no property damage has been paid, and if after filing suit, the Attorney is successful in

recovering property damage and/or any additional funds relating to property damage such as rental reimbursement, daily or monthly loss of use or funds for repairs, then any funds recovered will be subject to attorney fee compensation as referenced in Section III, Compensation.

b) Should the Client be legally entitled to a rental vehicle during the time period that the Client's property damage claim is being handled by the Attorney the Attorney will do everything to aggressively pursue a rental vehicle for the Client. The Attorney does not expressly warrant that a rental vehicle is due and owing to the client and is not obligated to acquire a rental vehicle for the client.

III. Compensation

3.01 In consideration of services rendered and to be rendered by the Attorney, the Client hereby agrees to pay the Attorney the following percentages of Client's **Total Recovery**¹ before expenses, liens, medical liens and assignments are deducted:

35% of any and all damages, compensation, or insurance proceeds received if a settlement is made before filing suit;

45% of any and all damages, compensation, or insurance proceeds received if collection or settlement is made after suit is filed;

48% of any and all damages, compensation, or insurance proceeds received, after notice of appeal has been given and an appeal bond has been filed.

a. If the client chooses that Attorney will assist and negotiate the property damage, then client agrees to the fee specified under the Property Damage section. If the client does not wish the attorney to collect the property damage or to process the property damage, no fee is owing but no assistance will be provided to client in regards to the property damage claim.

b. If the Client's case is pursued under provisions of the Texas Workers' Compensation Law, the Longshoremen and Harbor Worker's Act, or the Jones Act, then the Attorney shall be entitled to the maximum statutory fees provided for under the provisions of such laws.

c. The Attorney reserves the right to reduce his fees.

d. The above fees do not include court ordered Attorney fees. If the court orders

¹ "Total Recovery" means the total gross amount recovered from or paid by any person, entity and insurance company liable for Client's damages, whether by settlement, trial or otherwise. This amount is exclusive of any amounts offset for counter claims.

Attorney fees paid to the attorneys those fees are property of the Attorney.

3.02 It is understood and agreed to that if for any other reason Client has previously signed an agreement, or assigned an interest or percentage over to another attorney to represent Client for the matter in which Client is signing this agreement, Client's prior attorney may continue to maintain their interest in this cause of action and Client understands that the Client may be subject to and liable for the payment of two complete, apart and separate attorney fees.

IV. Assignment of Interest

4.01 In consideration of Attorney's services, the Client hereby sells, conveys, and assigns to the Attorney an interest to the extent herein indicated in Section I to the claim and cause of action and in any action, compromise, settlement, judgment, payment of services, profits or recovery thereon.

4.02 All sums due and to become due are payable at the Attorney's office in Liberty County, Texas.

V. Approval Necessary for Settlement

5.01 No settlement of any nature shall be made for any of the aforesaid claims or profits of Client without the complete approval of the Client, nor shall the Client obtain any settlement on such claims without the complete approval of the Attorney.

5.02 Attorney is hereby granted a power of attorney so that the Attorney may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, settlement releases and papers as shall be reasonably necessary to conclude this representation including settlement and/or reducing to possession any and all monies or other things of value due to the Client under this claim as fully as the Client could do so in person. The Attorney is also authorized and empowered to act as client's negotiator in any and all settlement negotiations concerning the subject of this Agreement.

VI. Representations

6.01 It is understood and agreed that the Attorney cannot warrant or guarantee the outcome of the case and the Attorney has not represented to the Client that the Client will recover any funds whatsoever. The Client has also been informed that obtaining a judgment does not guarantee that the opposing party will be capable of or willing to satisfy the judgment.

VII. Expenses

7.01 The Attorney may advance any or all of the expenses necessary in the

investigation, preparation and trial of this matter. All reasonable expenses shall be paid and reimbursed out of the Client's share of any settlement or recovery.

7.02 The expenses contemplated hereunder include, but not limited to, court costs, consultant costs, bonds, costs of records, transcripts or depositions, long distance telephone calls, facsimile charges, photographs, witness fees, investigation fees, express mail fees, travel, vehicle rental and parking expenses.

7.03 A one time administrative charge of \$195.00 will be charged and will cover, among other things, duplication expenses and postage (not overnight or courier expenses). The administrative charge does not include any investigation charges or any of the fees listed in paragraph one of this section. Litigation and other expenses to be deducted from the recovery will be deducted after the contingent fee is calculated.

7.04 If the client's claim includes reimbursement for medical expenses incurred in treating the injury made the basis of the claim, the client may, by contract or statute, be required to repay to the party who paid the medical expenses part of all of those amounts. This is the client's obligation, and such repayment, if any, shall be the client's responsibility and shall be paid out of the client's settlement proceeds. If a dispute arises between the client and a subrogee or lien holder, the client agrees to allow the attorney to hold the maximum amount being claimed in an escrow account until resolution of such dispute is reached.

VIII. Cooperation of Client

8.01 The Client shall keep the Attorney advised of his or her whereabouts and provide the Attorney with any changes of address, phone number or business affiliation during the time period in which Attorney's services are required. Further, the Client shall comply with all reasonable requests by the Attorney in connection with the preparation of the aforesaid representation.

8.02 The Attorney may, at his option, withdraw from the case and cease to represent the Client for any reason.

IX. Association of Additional Counsel

9.01 Attorneys are authorized to associate Nomaan Husain of the law firm of Husain Law + Associates PC, to assist Attorneys prosecution Client's cause of action. Attorneys will assume joint responsibility for prosecution of Client's cause of action with Associated Counsel. At the conclusion of the case, if a recovery is made on behalf of Client, of the total attorney's fee of 100%, 50% will be paid to Attorneys and 50% will be paid to Associated Counsel. The fee to be paid to Associated Counsel will not increase the total fee owed by the Client. Client's signature at the end of this agreement indicates his/her understanding and consent to the division of fees and the referral fee which will be paid.

X. Texas Law to Apply

10.01 This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Harris County, Texas.

XI. Notice to Clients

12.01 The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General Counsel will provide you with information about how to file a complaint. For information call toll-free 1-800-932-1900.

XII. Parties Bound

13.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

XIII. Legal Construction

14.01 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof of this Agreement shall be construed as if such invalidity, illegal or unenforceable provision had never been contained herein.

XIV. Tax Disclosure and Acknowledgment

15.01 The Client is advised to obtain independent and competent tax advice regarding these legal matters since legal transactions can give rise to tax consequences.

The undersigned Attorney has not agreed to render any tax advice and is not responsible for any advice regarding tax matters or preparation of tax returns or other filings, including, but not limited to, state and federal inheritance tax and income tax returns.

Furthermore, the Client should obtain professional help regarding the valuation and location of all assets which maybe the subject of a legal matter including but not limited to pensions, employment benefit and profit sharing rights that may be controlled by any other party to the legal matter.

XV. Prior Agreement Superseded

16.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the within subject matter.

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Signed and accepted on this _____ day of _____ 20_____.

Frederick L. McGuire

Client

PROPERTY DAMAGE ADDENDUM

Client has read the Property Damage in Section II and desires the following:

_____ Client requests attorney to resolve the Property Damage as per the Property Damage Clause in Article II of this Contract.

_____ Client does not wish Attorney to assist in resolving the Property Damage related to the accident made the basis of this lawsuit.