

POWER OF ATTORNEY AND CONTINGENT FEE CONTRACT

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

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

I. SCOPE OF REPRESENTATION

1.01 The Client hereby retains and employs the Attorney to represent him/her, for the limited purpose of pursuing any and all claims arising from an incident that occurred on _____, 20____, hereinafter referred to as the "Incident." The incident from which the injuries or damages occurred is described as follows:

The representation shall 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 arise out of the Incident. Further the Client authorizes the Attorney to compromise and settle all claims for damages and/or compensation arising out of the Incident. It is agreed that the Attorney shall handle any personal injury and/or property claim arising out of the Incident.

II. COMPENSATION

2.01 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:

- 40% of any and all damages, compensation, or insurance proceeds from any source if a settlement is obtained before filing suit;
- 45% of any and all damages, compensation, or insurance proceeds from any source if a settlement is obtained after suit is filed;
- 50% 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) It is specifically acknowledged and agreed that the Attorney is entitled to and shall receive the above described percentage fee on all funds received, including but not limited

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.

to compensation for injury, repayment of medical expenses, personal injury protection payments, medical payments coverage, and uninsured/underinsured coverage, with the sole exception of proceeds for property damage to Client's automobile.

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

(c) It is understood that the Attorney's fees referenced above will be taken on the gross amount of all settlements received. Expenses, if any, will then be taken and the remainder of funds will be disbursed to providers, if any, that are due and owing from the incident made the basis of this Power of Attorney. The client will receive the remainder of funds after all obligations stated above are paid. The Attorney reserves the right to reduce his fees and expenses from the amount referenced above and any reductions that are provided by the Attorney in no way affects the order of the disbursement of the settlement funds.

(d) The Attorney reserves the rights to reduce his fees.

(e) Court awarded attorney fees are payable to the Attorney only.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of Attorney's services, the Client hereby sells, conveys, and assigns to the Attorney an undivided interest in the proceeds of the claim and cause of action and in any action, compromise, settlement, judgment, payment for services, profits, or recovery thereon.

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

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made for any of the aforesaid claims 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.

4.02 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 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 discussions concerning the subject of this Agreement.

V. REPRESENTATIONS

5.01 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.

VI. EXPENSES

6.01 The Attorney may, but is not obligated to, 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.

6.02 The expenses contemplated hereunder include, but are 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. A one-time administrative fee of \$195.00 will be charged and will cover, among other things, duplication expenses and postage (not overnight or courier expense). Litigation and other expenses to be deducted from the recovery will be deducted after the contingent fee is calculated.

VII. COOPERATION OF CLIENT

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

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

VIII. ASSOCIATION OF ADDITIONAL COUNSEL

8.01 The Attorney is authorized to associate Nomaan Husain of the law firm of Husain Law + Associates PC to assist Attorney's prosecution Client's cause of action. The Attorney 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, out of the total attorney's fee of 100%, 50% will be paid to the Attorney 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.

IX. TEXAS LAW TO APPLY

9.01 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 Liberty County, Texas.

X. PARTIES BOUND

10.01 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.

XI. LEGAL CONSTRUCTION

11.01 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, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XII. 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.

XIII. PRIOR AGREEMENT SUPERSEDED

14.01 This Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior communications, understandings or written or oral agreements 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 _____, _____.

Frederick L. McGuire

Client

Client