



Attorneys and
Counselors

6060 N. Central Expressway, Suite 560
Dallas, Texas 75206
Phone: 214.800.2845
Fax: 214.242.3769
Toll Free: 1.877.34.WORLD
www.cheaterlawfirm.com

Retention of Chester/Associates, PLLC

We are pleased that you have chosen Chester & Associates, PLLC (the “Firm”) to represent you in connection with your legal matters. I am sending you this letter to memorialize the terms and conditions of our representation. While we apologize in advance for the formality of this letter, I am sure you share our belief that everyone benefits if there is a full understanding of the terms for our representation at the outset.

Scope of Engagement. We understand that you are engaging our Firm to represent you in various legal matters as assigned from time to time, with full power of revocation and substitution. It is fully understood by both parties that this is not an exclusive arrangement, and you are free to use our firm or not. You also agree that the Firm may, from time to time, engage outside attorneys and consultants to assist us on your project and hereby agree that any powers authorize to use shall extend to such additional attorneys and consultants, provided that the activities of such attorneys are supervised by the Firm. Whenever possible, we will memorialize our assistance on specific matters in writing to you, although your signature will not be required before we can begin work on subsequent matters.

Billing Policies and Procedures. Unless we agree otherwise, our fees for services will be based on the time spent on the matter, computed at our hourly rates for the persons performing the services. Our rates are subject to change from time to time. I will be the attorney responsible for overall supervision of the legal services provided to you in this matter, and it will be my responsibility to determine the appropriate staffing of your work (having regard to its nature, complexity and urgency, as well as its efficient discharge). You should feel free to contact me with any questions or issues you may have regarding our representation.

Notwithstanding any "flat fee" arrangements we may make with you, our standard hourly rates range from \$150 to \$275 for attorneys, and \$100 for law clerks, legal assistants, and paralegals, and are subject to change. Time is billed in increments of 1/10th of an hour. We do bill for time spent on telephone calls, legal research and analysis and travel required in furtherance of your interests. Generally, we will bill you monthly. Payment is due upon receipt of our statement. You agree to pay the fees and other charges billed by us in connection with this representation.

We will incur various disbursements and other charges in performing legal services for you. You agree to pay for those charges and expenses in addition to our fees. For purposes of illustration, the disbursements and other charges commonly include long distance telephone, facsimile and other types of electronic communication, courier, messenger and other delivery fees, postage, translation and interpretation fees, computer research services, filing fees, travel expenses, photocopying and other reproduction costs, secretarial and clerical staff overtime as

may be required to meet the deadlines involved with your matter, and other similar items. For any charges that we must advance on your behalf in excess of \$50, we may request that you make an advance payment to us of such costs. You agree to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by our personnel.

Because we recognize the high cost of legal services, it is our goal that the value of our services always exceeds their cost and that all matters be handled as expeditiously and cost-effectively as possible. Accordingly, if we find it is possible and appropriate to do so, we may use attorneys or paralegal personnel in the Firm with the lowest billing rate that is consistent with the expertise required for the project. While we will take all prudent steps to minimize the number of attorneys who simultaneously perform services on your behalf, we will charge for attorney conferences and supervision where appropriate and necessary to ensure that the work is done properly and thoroughly by personnel with lower hourly billing rates.

Fee Estimates. From time-to-time we may estimate the amount of fees that we anticipate will be incurred with respect to certain services. However, such estimates are by their nature inexact. The cost of legal services is difficult to predict, because the nature of our work on your behalf often is dictated by factors over which we have no control. This may be particularly true in transaction matters where one cannot anticipate the amount of time that will be required to respond to courses of conduct initiated by other parties, and where the pace of negotiations may not always be within our control. For that reason, unless otherwise agreed in writing, any estimates made by us are for general planning purposes only and are subject to our regular billing practices.

Retainers. Prior to initiation of work on any project, you must submit either: (1) a retainer of \$5,000, or (2) if known, the total amount of expected fees and expenses. You must replenish said retainer as needed. Upon completion of all projects, any remaining retainer funds shall be refunded to you upon request. This retainer requirement may be waived by the firm, although any such waiver does not negate your obligation to pay our invoices, nor does it waive any other terms of our representation, as described herein.

Conflicts of Interest. As you know, we represent a large number of clients in a wide variety of matters. There is a possibility that other clients or prospective clients (who may be competitors of yours or have interests that may be adverse to yours) may call upon our firm for professional services in the future. There may even be situations in which the Firm is asked to represent another client in a matter that is directly adverse to you, including transactions, work-outs, bankruptcy proceedings or litigation.

We will always honor our duty of confidentiality to you and protect your information. We expect that, so long as we act in accordance with ethical requirements, you would consent to our representation of other persons or entities whose interests are adverse to you or your affiliates in matters not substantially related to our engagement by you. We agree, however, that we will not act adversely to you in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a nonpublic nature that, if known to any such other client of ours, could be used in a matter in which we are retained

by our other client to your or your affiliates' material disadvantage, unless we screen our lawyers and paralegals who have such information from any involvement in the adverse representation.

You also understand that we may obtain confidential information from other clients that might be of interest to you, but which we cannot share with you.

General Responsibilities of Attorney and Client. We will provide services of a strictly legal nature, as previously has been described in general terms. We will keep you apprised of developments and will consult with you as necessary to ensure the timely, effective and efficient completion of our work, but you acknowledge that we cannot guarantee the outcome of our legal services on your behalf.

You will provide us with such factual information and materials as we require to perform the foregoing services and will make such business or technical decisions and determinations as are appropriate. It is understood that you are not relying on us for business, investment or accounting decisions or to investigate the character or credit of persons with whom you may be dealing.

As a matter of our professional responsibility and as long as in our judgment it will not substantively injure your position in this matter, we retain control over decisions affecting our reputation and professionalism, such as whether to extend deadlines for opposing counsel; whether to cooperate with opposing counsel in scheduling or similar matters; and whether and how matters should be argued in correspondence, pleadings or to a court or administrative body.

From time-to-time, we may provide you newsletters or similar materials regarding general legal developments or matters of current interest. Similarly, we may invite you to attend seminars or symposia where legal topics are discussed. We do so with the hope that such information or events will be educational, because a well-informed client will be better equipped to make decisions about the need for future legal representation. However, it is understood that communications of such character do not constitute the rendition of legal advice, and they do not create an attorney-client relationship that is not otherwise already in existence between you and our firm.

Termination of Engagement. We anticipate a successful and satisfying relationship with you. Nevertheless, you retain the right at any time to terminate our services upon written notice to us, and we will cease to render additional services immediately after receiving such notice. Such termination will not, however, relieve you of the obligation to pay the fees due for services rendered and costs advanced prior to such termination.

We reserve the right to withdraw from our representation of you at any time with your consent or for good cause. Good cause includes your breach of this Agreement, your refusal to cooperate with us or to follow our advice on a material matter, your failure to pay our fees and expenses incurred in a timely fashion, or any facts or circumstances that would render our continuing representation unlawful, unethical or inconsistent with the degree of trust and communication necessary for the attorney-client relationship. This right is in addition to those

created by statute or recognized by the rules of professional responsibility. Should we withdraw for cause, you will remain liable for all fees and costs incurred prior to our withdrawal.

Unless previously terminated, our representation will be considered terminated when more than 12 months have elapsed from the last time you requested and we furnished any billable services for you. When termination occurs, papers and property that you have provided to us will, at your request, be returned to you promptly. Copies of papers we have created for you, which you may need but no longer have, will be made available to you. Our drafts and work product will belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to destroy within a reasonable time any items described in this paragraph that are retained by us.

E-mail. Documents sent to you by e-mail (whether or not containing confidential information) will not be encrypted unless you request us, in writing, to encrypt outgoing e-mail and we are able to agree with you and implement mutually acceptable encryption standards and protocols. We make reasonable attempts to exclude from our e-mails and any attachments any virus or other defect that might affect any computer or IT system. However, it is your responsibility to put in place measures to protect your computer or IT system against any such virus or defect, and we do not accept any liability for any loss or damage that may arise from the receipt or use of electronic communications from us.

Agreement. We would prefer to confirm the terms of our engagement by a less formal method than a written statement such as this, but we are required to address these administrative considerations in advance of undertaking a new engagement. Thus, we would be grateful if you would review this letter carefully, and if it is consistent with your understanding of our respective responsibilities, please so indicate by returning a signed copy of this letter by mail or facsimile (214.242.3769). By signing this letter, you are authorizing us to act on your behalf as your attorneys.

Please contact me at any time to discuss any aspect of our work for you. We believe that you, as our client, are the very reason for our existence as a law firm, and I will make myself available to address any concerns you ever may have. Again, we are pleased that you have selected Chester/Associates as your counsel, and we look forward to working with you toward attaining your business objectives.

Very truly yours,
CHESTER & ASSOCIATES, PLLC

By: 
J. F. (Jim) Chester, LL.M.
President & Managing Attorney

The undersigned agrees to retain Chester & Associates, PLLC pursuant to the terms, conditions and limitations set forth in this letter.

AGREED AND ACKNOWLEDGED:

By:

Printed Name _____

Title _____

Company _____

Address _____

Address2 _____

City/State/Zip _____

Phone _____

Fax _____

Email _____

Signed on this, the ___ day of _____, 2007.