

STERLING MINOR LAW FIRM
ATTORNEYS AND COUNSELORS AT LAW

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July 9, 2007

Re: Engagement Agreement Letter

Dear :

The purpose of this letter is to welcome you as a client of the law firm, which is solely Sterling A. Minor, and to set forth the conditions of our engagement. You are under no obligation to sign this letter agreement, but we must sign an agreement, and a fee deposit must be made, before the Firm is engaged to work on your matter.

First, we wish to express our enthusiasm about the opportunity to serve you. Ultimately your satisfaction with our services is the key to a successful professional relationship. This should begin with the mutual understanding of expectations regarding services to be performed and this requires full and candid communications between us. Please let me know promptly if you ever have any questions concerning any aspect of a matter our Firm is handling for you.

The general character of the legal service you have asked the Firm to perform is to represent you concerning _____. It is understood that other, separate, engagements maybe made by our mutual oral or written agreement, which will be based on this contract as it may be modified. **The client in this matter is you, individually. Only the client is to be treated as the client by the Firm.**

A. If, in my judgment, I determine that a conflict of interest exists, I will notify all affected interests and will continue in a manner consistent only with the ethical standards contained in the Texas Disciplinary Rules of Professional Conduct.

B. Fee arrangements are another topic that we need to address clearly. Experience has shown that our relationship will be stronger if we start it with a mutual understanding about fees and their payment. Concerning our fee arrangements in this matter, by your execution of this letter we have agreed as follows:

An initial advance fee deposit is required in the amount of \$ _____. The deposit does not represent the minimum or maximum fee to be charged by the Firm; it serves the purpose of securing payment of the Firm's fees and costs. The deposit will be placed in the Firm trust account, and may be drawn down by us when services have been rendered which are unpaid. The deposit will not accrue interest. There is a minimum fee for your matter which is \$ _____.

Services will be rendered on an hourly fee basis at the then current rates, now approximately \$250 per hour. Hourly time charges may reflect the actual time spent on the legal matter or it may reflect a block of time that was allocated or charged for a certain project. For instance, a bill may indicate a charge for one hour for preparing an answer to a lawsuit. This may be a standard charge even though the actual time may have been only 20 minutes of the attorney's time and 25 minutes of the secretary's or another staff member's time. Some projects are based on the allocation basis because the attorney has spent a great deal of time developing forms, procedures and computer applications used in handling your legal matters. Rather than charge you for the set up time and charges, it is easier and fairer to allocate a portion of the set up time by using the allocated amounts discussed above. This way the client benefits from the attorney's experience and efficiency without having to pay for all of the attorney's time.

We do not charge for postage, for photocopies or for sending or receiving faxes, unless the job is large. You will pay for our out of pocket expenditures such as for travel, parking, filing fees, computer research, delivery fees and the like. For these items we may charge a reasonable amount in addition to our billed amount. For large dollar items, we will notify you in advance, and upon your approval we will expect you to pay the vendor directly.

You are under an obligation to assist the Firm in carrying out the requests you make of the Firm. These obligations include **providing full and truthful information to us, and promptly complying with our requests for information, documents or payment.**

Legal fees and expenses not paid within twenty (20) days from the invoice's date, shall accrue interest at the rate of 10% per annum until paid. **You and the Firm agree that any fee dispute will be handled through and will be finally resolved by decision of the Houston Bar Association Fee Dispute Committee.**

You must keep us informed of your current home, mobile, fax and business telephone numbers as well as your home and business addresses so that we can stay in contact with you.

C. Under certain circumstances, we may each terminate our attorney-client relationship prior to the completion of the matter for which the Firm has been engaged. In that regard, you and the Firm agree that: The firm will withdraw if discharged by you and the Firm may withdraw from your representation in this matter at any time. Such discharge shall be communicated in writing. If there is withdrawal from employment, the Firm will take reasonable steps to avoid foreseeable prejudice to your rights, including delivering all papers and property to which you are entitled and complying with the applicable laws and rules governing such withdrawal from employment.

All of the firm's work product will be owned by the Firm. Subject to the Firm's obligations in the event of its withdrawal, and further subject to casualties beyond our control, the Firm will endeavor to retain the significant components of the files of the Firm relative to its legal representation for a period of 3 years (5 years in the case of documents electronically filed with the Houston bankruptcy court) following the conclusion of such matter, and during such time we will afford you reasonable access to such files. Thereafter, such files may, at the Firm's discretion and without notice to you, be destroyed.

No representation has been made, nor can any representation be made, as to the ultimate success of the undertakings we make for you. The only material representation that is made by us is that we will exert our best professional effort in our representation of our client's interests. If any of the matters set forth herein are not clear, I hope you will call me so that we might discuss them. If you need any explanation of the matters set out here, please let me know.

Attorneys in Texas are regulated by the State Bar of Texas per the State Bar Act. Clients have certain rights and privileges under the Act. The State Bar of Texas investigates and prosecutes professional misconduct committed by attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint if you believe one is necessary. For more information about your rights as a client, you may call the State Bar office, toll free, at 1-800-932-1900.

I look forward to a happy relationship. Please return to me a copy of this letter signed by you, and the fee deposit. Thank you for this opportunity to be of service.

Yours most truly, _____



Sterling A. Minor

[See Addendum for Multiple Representation Matters]

AGREED AND ACCEPTED THIS _____ day of July 2007.

Addendum to Engagement Agreement, multi-party representation

When a law firm represents two persons concerning common or related matters, conflicts of interest can arise within the ethical codes of the legal profession. Joint representation is appropriate in our experience in the type of matter you present. However, strict ethical requirements dictate that we thoroughly disclose the ethical ramifications of the joint representation.

This is to confirm that our firm is to represent you jointly. As such:

- We will not maintain, and **you waive confidentiality between the two of you**; the information we receive from either of you or from third parties will be shared with both of you.
- Each of you waive any objection to our representation of the other regarding potential conflicts of interest between you (such as involving property ownership, tax benefits, employment benefits, as well as other similar and not similar matters).

I accept representation under the terms above:

Dated: _____

One Party

Dated: _____

One Party

