

ENGAGEMENT AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made on May 24, 2019, in Houston, Texas, between Caroline Irene Allison, Borunda, P.C., and Nicholas Abaza:

The Client and the Attorneys (collectively, the "Parties") agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 The Client hereby retains and employs the Attorneys to represent Client in connection with any and all disputes, legal claims, and causes of action concerning the Richard Allison Trust, related trusts, and the estate of Richard Gerard Allison. The foregoing shall be referred to as the "Matter."

II. ATTORNEY'S FEES

2.01 In consideration of services rendered and to be rendered by the Attorneys, Client agrees to pay for the Attorneys' time at the following hourly rates:

Jorge Borunda	\$475.00
Nicholas Abaza	\$375.00
Associate attorneys	\$200.00
Paralegal	\$65.00
Staff	\$30.00

As compensation for the services to be provided by Attorneys in the representation of the Client, the Client agrees to pay the Attorneys on an hourly basis at the rates set forth above. The Attorneys will track the time their personnel spend on the Client's case in **6-minute increments, or .1 of an hour.**

Additionally, the Client will be responsible for the Attorneys' regular charges and expenses incurred in connection with this engagement. Attorneys will provide the Client an invoice for services, expenses and charges on the earlier to occur of the conclusion of this engagement or as soon as possible following the end of each calendar month until such time as this engagement is completed. Attorneys will endeavor to deliver these invoices to the Client on or before the 10th day of the month following the month in which the services were rendered and expenses or charges incurred. Payment of the amount reflected on each invoice is due immediately.

2.02 The Client agrees to deposit a **retainer of \$12,500.00** with Borunda, P.C. as security for payment of the Attorneys' invoices to the Client. At the conclusion of representation, if the Client has paid all bills in full, the retainer will be returned to Client in full, less any expenses or unpaid fees. Representation will not commence until the retainer is received by Borunda, P.C.

2.03 **At the time of each billing, one half of the amount of legal services and expenses billed by the Attorneys shall be billed to the Client. Unless otherwise agreed-to in a subsequent writing signed by the Parties, the Client will only be responsible for paying this amount and**

will not be responsible for paying the other half of the amount of legal services and expenses billed by the Attorneys.

- a. Each billing will reflect the legal services rendered and expenses incurred and shall be delivered to the Client via email to ciakwm@gmail.com.
- b. The Client agrees to make all bill payments for representation and expenses as are required by the Attorneys within ten (10) days from the statement's date.
- c. In the event a balance remains unpaid after ten (10) days from the statement's date, the Attorneys may deduct the balance's amount from the retainer on deposit. Thereafter, the Attorneys shall request that the Client replenish the retainer to its original amount. The Client's failure to replenish the retainer to its original amount within fifteen (15) days of being requested to do so in writing by the Attorneys shall result in a slowdown of work until the retainer is replenished and will constitute cause for the Attorneys' withdrawal from this representation, at the Attorneys' discretion.
- d. All sums due and to become due are payable at the Attorneys' office in Houston, Texas.

III. LIMITED POWER OF ATTORNEY AND APPROVAL NECESSARY FOR SETTLEMENT

3.01 The Attorneys are granted a limited power of attorney so that the Attorneys may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to engage in and conclude this representation, including settlement, and/or reduce to possession any and all monies or other things of value due to the Client in connection with this Matter as fully as the Client could do so in person.

3.02 **No settlement shall be made without the Client's approval.**

IV. REPRESENTATIONS

4.01 **It is expressly understood and agreed that no other representations have been made to the Client, except for those set out in this Agreement.**

V. EXPENSES

5.01 All reasonable expenses incurred by the Attorneys in the handling of this legal matter shall be paid by the Client as incurred.

5.02 The expenses contemplated include but are not limited to court costs, consultants' costs, bonds, records, copy costs, certified copies, transcripts or depositions, telephone calls,

duplication costs, photographs, expert and other witness fees, cost of investigation and investigator's fees, postage, travel, parking, and any other case expenses.

5.03 Any expenses not timely paid by the Client shall be deducted by the Attorneys prior to Client receiving their retainer in the amount set forth in paragraph two 2.02, above. The Client shall remain liable and promptly pay for all expenses incurred in this representation.

VI. COOPERATION OF CLIENT

6.01 The Client shall keep the Attorneys advised of Client's whereabouts at all times, and provide the Attorneys with any changes of address, phone number or business affiliation during the time period which Attorney's services are required. The Client shall comply with all reasonable requests of the Attorneys in connection with the preparation and presentation of Client's Matter.

6.02 Subject to the professional responsibility requirements to which attorneys are subject the Attorneys may withdraw from the case and cease to represent Client for any reason, including without limitation: the Client's failure to timely pay fees and expenses or deposits in accordance with this Agreement.

6.03 It is further understood and agreed that upon such termination of any services of the Attorneys, any of the Client's retainer remaining in the Borunda, P.C.'s Trust Account shall be applied to any balance remaining owing to the Attorneys for fees and/or expenses and any surplus then remaining shall be refunded to the Client.

VII. TEXAS LAW TO APPLY

7.01 This Agreement shall be construed under the laws of Texas, and all obligations of the parties created hereunder are performable in Harris County, TX.

VIII. PARTIES BOUND

8.01 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 where permitted by this Agreement.

IX. LEGAL CONSTRUCTION

9.01 In case any one or more of the provisions contained in this 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 provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

X. PRIOR AGREEMENTS SUPERSEDED

11.01 This Agreement constitutes the sole and only agreement by and between the Parties.

It supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter discussed herein.

TAX DISCLOSURE AND ACKNOWLEDGMENT:

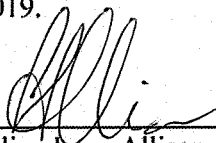
THE CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME AND INHERITANCE TAX RETURNS.

FURTHERMORE, CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE 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.

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 on this 29th day of May, 2019.



Caroline Irene Allison

Signature

SIGNED on this _____ day of May, 2019.

Borunda, P.C.

BY: _____
Jorge Borunda
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Houston, Texas 77005
(713) 574-7616 (office)

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Texas Bar No. 24027205

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Notice to Client

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 Office General Counsel will provide you with information about how to file a complaint.

For more information, please call 1-800-932-1900. This is a toll free phone call.