

HOLLIS & BARROW LLP

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CONTINGENT FEE RETAINER AGREEMENT

Commercial Collection Matters

This Agreement is entered into between Hollis & Barrow LLP (“Attorney”) and the undersigned (“Client”) as of the date signed below.

1. ENGAGEMENT.

Client retains Attorney to pursue collection of the commercial indebtedness described in the attached claim schedule, and Attorney accepts that engagement.

2. AUTHORITY AND SETTLEMENT.

Attorney may take such steps in the matter as Attorney deems advisable, including instituting appropriate legal proceedings. Attorney may negotiate the terms of any settlement or compromise, but **no settlement or compromise shall be made without the approval of the Client.**

3. CONTINGENT FEE.

Client agrees to pay Attorney for services, from any money, property received or recovered, or benefit conferred by either Attorney or Client, **one third (33 $\frac{1}{3}$ %)** of any amounts (including principal, interest, costs or attorney's fees) from settlement, suit or award if resolved **before appearance at a trial or arbitration**, or **forty percent (40%)** of any such amounts if resolved **at or after appearance at a trial or arbitration.**

In the event there is no recovery, Attorney shall receive no fees for services. Contingency fees are not fixed by law and are negotiated between the Attorney and the Client. The contingency fees provided for herein have been agreed to by both Client and Attorney.

4. COSTS AND EXPENSES.

Costs and expenses — including court filing fees, service of process, levying officer and sheriff's fees, court reporters, record and asset searches, and authorized investigation expenses — are the responsibility of Client and are separate from the contingent fee. Attorney may advance, and Client will pay on billing, all such litigation costs, but Attorney shall advise Client in advance of individual pre-trial costs generally in excess of \$100.

5. TRUST ACCOUNT AND DISBURSEMENT.

Attorney will deposit all proceeds into its State Bar required Attorney's Client Trust Account and is

authorized to endorse Client's name on proceeds checks for deposit only to that account. Following clearance, disbursements are made to Client with an accounting of amounts collected, costs applied, and fees calculated.

6. MATTERS NOT INCLUDED.

Attorney is not engaged to defend any cross-complaint, to renew any judgment or lien, to participate in any appeal, or to undertake any related matter pursuant to this engagement. Any such matter requires a separate written agreement.

7. SANCTIONS.

Any sanctions awarded against an opposing party or counsel, such as for abuse of the litigation process, shall be retained entirely by Attorney.

8. DISCHARGE AND WITHDRAWAL.

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause, including Client's failure to advance costs or to cooperate in the prosecution of the claim.

_____ CLIENT — authorized signature	_____ HOLLIS & BARROW LLP
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_____ Print name and title	_____ Date
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