

Dear :

It was good to speak with you this week and thank you for requesting our firm's representation of you with respect to _____ and related matters. In addition, this letter will summarize our billing and payment arrangements. We ask that you acknowledge the terms of our engagement set forth below by signing and returning a copy of this letter.

My hourly rate for this matter is \$_____. We agree that any estimates of fees and expenses are merely approximations and are based on many matters not within our control. Such estimates are not binding and our fees and expenses will be as reflected in our statements.

Expenses related to our services will be included in our statements. They may include third-party disbursements, such as travel expenses, messenger charges and filing and recording fees, and other costs, such as certain overtime assistance and special postage. It is our intent to bill such expenses to you at our cost. Certain other expenses, such as photocopying, computerized research and long distance tolls, will be billed in accordance with our standard schedule of charges for same. To the extent there may be large third-party disbursements, such as expert fees and expenses, mediation and arbitration fees, deposition costs and substantial travel expenses, at our option, we may ask that you be responsible for paying them directly, rather than through us.

Our statements are rendered monthly and are due upon receipt. If there is any question concerning a bill, we ask that it be raised within thirty days. A statement that is not paid within thirty days of receipt will be considered overdue and may be subject to a late charge assessed at a maximum rate of 1-1/4% of the unpaid balance per month, but in no event at a rate exceeding the amount allowed by law. In the event that our statements are not timely paid, we reserve the right to suspend our services until satisfactory payment arrangements are made or if necessary, to terminate such services.

Considering the nature and scope of the matters for which you have engaged us, you have provided us with a retainer of \$5,000. As we discussed, we normally expect to retain this amount during the course of our engagement. However, at our discretion, we may apply this retainer to fees and expenses from time to time and, if we do, we may ask that it be replenished. When our

representation is completed, we will apply the balance of the retainer against our final statement and refund any excess.

In this engagement, our representation is solely of you. Unless specifically agreed to by us in a letter like this one, we will not be representing other entities, including any subsidiaries, affiliates or shareholders related to you. You are free to terminate this engagement at any time, as are we. If the engagement is terminated, you will remain responsible for the payment of fees and expenses incurred until termination, and if court approval is required, both of us will cooperate seeking it.

Unless you otherwise direct, I will be your principal contact at this firm.

This engagement will be governed by Texas law. We have enclosed a copy of the Texas Lawyers Creed for your information. In addition, there may be times when we hold or transfer money on your behalf. In those situations, our relationship will also be subject to a variety of Texas and U.S. government requirements, including reporting requirements.

We will do our best to provide you with the legal services reasonably necessary to achieve a result satisfactory to you. However, the outcome of all transactions or lawsuits is subject to uncertainties and risks, and we make no promises or guarantees to you concerning the outcome of the matters.

Once again, we are very pleased to have the opportunity to represent you. Please confirm acceptance of the terms of our engagement by signing the enclosed copy of this letter in the space provided below and returning it to me with a check in the amount of the requested retainer. If you have any questions concerning this letter, please do not hesitate to call.

Sincerely,

James D. Bradbury
James D. Bradbury, PLLC

JDB:ccs

Agreed to and accepted this ____ day of _____, 2016.

By:_____

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. PLEASE CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.

THE TEXAS LAWYER'S CREED -- A MANDATE FOR PROFESSIONALISM

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate legal means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.
7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

5. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.
6. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.
7. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.
8. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.
9. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.
10. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.
11. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.
12. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.
13. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.
14. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.
15. I will refrain from excessive and abusive discovery.
16. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.
17. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.
18. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.
2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.
3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.
4. I will be punctual.
5. I will not engage in any conduct which offends the dignity and decorum of proceedings.
6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.
7. I will respect the rulings of the Court.
8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.
9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.