

CONTINGENT FEE AGREEMENT FOR LEGAL SERVICES

THIS CONTINGENT FEE AGREEMENT FOR LEGAL SERVICES (“Agreement”), is made by and between the following client(s)

_____ and
Name(s) of Client

_____ (“**Client**”)
Name(s) of Client

_____ City State Zip Code
Mailing Address

and the **Law Firm of Griffin, Dawsey, DePaola & Jones, P.C.** (the “**GDDJ Law Firm**”), 101 Main Street, Towanda, Pennsylvania, the **Law Offices of Taunya M. Knolles Rosenbloom**, (the “**Rosenbloom Law Firm**”), 332 Main Street, Athens, PA 18810, and the law firm of **Indik & McNamara, P.C.** (the “**I&M Law Firm**”), 100 South Broad Street, Suite 2230, Philadelphia, PA 19110. The GDDJ Law Firm, the Rosenbloom Law Firm and the I&M Law Firm, together with their respective successors and assigns, are hereinafter collectively called the “**Attorneys**”.

WITNESSETH:

A. The Client is the owner of real property located and described as follows (the “**Property**”):

Township: _____

County: _____

Commonwealth of Pennsylvania

Tax Parcel Number: _____

Number of acres (approximate): _____

B. The Client, as Lessor, entered into a Paid Up Oil and Gas Lease with respect to the Property on the following date, with the following original lessee (the “**Lease**”):

Date of Lease: _____

Name of Original Lessee: _____ (the “**Original Lessee**”)

Working interests in and to the Lease are presently held by Chesapeake Appalachia, L.L.C. (the “**Lessee**”), whether as the Original Lessee or by subsequent assignment and transfer.

C. The Client desires to retain the Attorneys to represent the Client in the investigation, assertion and litigation of any direct claims that Client may have relating to the royalty interest owned by Client in connection with the Lease, including not only any claims against the Lessee, but also any meritorious claims that the Client may have against other holders of working interests in the Lease, including but not limited to Anadarko, Chief, Mitsui, Southwestern and Statoil (collectively, if and to the extent applicable to the Lease, the “**Other Gas Companies**”), any affiliates of the Lessee, and any third-parties, including but not limited to Access Midstream Partners, LLC.

D. Some oil and gas leases contain arbitration clauses which provides that, in the event of a disagreement between the lessor and lessee named in the lease, concerning the lease, performance thereunder, or damages caused by the lessee’s operations, the resolution of all such disputes must be determined by arbitration in accordance with the rules of the American Arbitration Association (the “**AAA**”). **If the Client’s Lease contains such an arbitration clause**, then the Client’s claims against Chesapeake Appalachia, L.L.C., and any other gas companies holding working interests in the Lease, must be submitted to and pursued by arbitration before the AAA. **If the Client’s Lease does not contain an arbitration clause**, then any claims that the Client may have against Chesapeake Appalachia, L.L.C., or any other gas companies holding working interests in the Lease, may be pursued as civil actions in court.

E. In addition to retaining the Attorneys to assert and litigate any meritorious claims that the Client may have against the Lessee and any other gas companies holding working interests in the Lease, the Client also wishes to retain the Attorneys to investigate and assert any meritorious common law and statutory claims that the Client also may have against any affiliates of the Lessee, including other subsidiaries of Chesapeake Energy Corporation, against any Other Gas Companies, and against any third-parties, including Access Midstream Partners, L.P., that have entered into contracts or engaged in transactions with Lessee or its affiliates. Such third-party claims may not be subject to mandatory arbitration, even if the Lease contains an arbitration clause, and may be pursued as civil actions in the appropriate court(s).

F. The Attorneys have informed the Client that the Attorneys also represent other royalty interest owners, and expect to undertake to represent additional royalty interest owners, who have similar or common claims against Lessee and its affiliates, including Chesapeake Energy Corporation and certain of its subsidiaries (collectively, together with Lessee, “**Chesapeake**”), against Other Gas Companies, and Access Midstream Partners, L.P., and certain of its members, direct and indirect owners of its members, and its and their respective affiliates (collectively, “**Access Midstream**”).

G. Because the litigation or arbitration of Client’s claims will require the expenditure of significant out-of-pocket costs (including, but not limited to, court filing fees, AAA hearing fees and arbitrator fees, the costs of transcripts and videos of depositions, and transcripts of hearings and trial, and fees of non-testifying experts and expert witness), relative to the potential magnitude of the Client’s direct claims, it is economically impracticable for the Client or Attorneys to pursue the litigation or arbitration of his claims on an individual basis.

H. As an alternative to pursuing the Client's claims on an individual basis only, the Attorneys have proposed to represent the Client in the investigation, litigation and/or arbitration of his direct claims on a group basis, concurrently with other royalty interest owners who have similar direct claims against Chesapeake, Other Gas Companies holding working interests in the Lease, and Access Midstream, on the terms and conditions provided in this Agreement, as follows: (i) **if the Client's Lease does not contain an arbitration clause**, the Attorneys propose to investigate, and commence and litigate in the appropriate court(s), any meritorious direct claims that Client may have against Chesapeake, Other Gas Companies holding working interests in the Lease, and Access Midstream, together with the similar and common direct claims of other royalty interest owners concurrently represented by the Attorneys; and (ii) **if the Client's Lease contains an arbitration clause**, the Attorneys propose to both (a) investigate, and seek to arbitrate before the AAA, any meritorious claims Client may have against Chesapeake Appalachia, L.L.C. and any Other Gas Companies holding a working interest in the Lease, on a group basis, jointly or consolidated with the claims of other royalty interest owners concurrently represented by the Attorneys whose leases also contain arbitration clauses, and (b) investigate, commence and litigate in the appropriate court(s), any meritorious direct claims that Client may have against any Chesapeake affiliates other than Chesapeake Appalachia, L.L.C., and Access Midstream, on a group basis, together with the similar and common direct claims of other royalty interest owners concurrently represented by the Attorneys;

NOW, THEREFORE, in consideration of the premises, and the covenants and agreements of the other parties, and intending to be legally bound, the Client and the Attorneys agree as follows:

1. **Retention of Attorneys.** The Client hereby retains and employs the Attorneys to represent the Client in: (a) investigating, asserting, and litigating any meritorious contractual, common law and statutory claims that Client may have as a royalty interest owner against Chesapeake, any Other Gas Companies holding working interests in Client's Lease (potentially including, but not limited to, if applicable to Client's Lease, Anadarko E&P Onshore LLC, Chief Oil & Gas LLC, Mitsui E&P USA LLC, Southwestern Energy Production Company and Statoil), and any other party that may be liable, which are not subject to mandatory arbitration, for financial injuries and losses sustained by the Client in connection with the Lease (collectively, including but not limited to Chesapeake and Access Midstream, the "**Defendants**"); (b) investigating and seeking to arbitrate, on a consolidated or group basis, before the AAA, any meritorious claims that Client may have against Chesapeake Appalachia, L.L.C., and any other gas companies holding a working interest in the Lease, which are subject to mandatory arbitration under the terms of the Lease, subject to the terms and conditions specified below. The Attorneys accept said employment by the Client, and agree and undertake to represent the Client, and to do and perform all other acts, which in the judgment of the Attorneys are necessary and proper to enforce and protect the rights and interests of the Client, subject to the terms and conditions listed below.

2. **Consent to Concurrent Representation of Multiple Clients Who Have the Same or Similar Claims, in One or More Group Actions.**

The Client acknowledges that the Attorneys now represent, and may in the future undertake to represent, other royalty interest owners with similar or common claims against Chesapeake and other gas companies, arising out of their ownership of royalty interests in other oil and gas leases with Chesapeake, and against Access Midstream, arising out of various agreements, transactions and ongoing business and financial relationships between Chesapeake and Access Midstream. Such existing and future clients are referred to as “**Group Clients**.” The Client also acknowledges that the Attorneys intend to and will represent Group Client in the concurrent assertion, arbitration and/or litigation of their respective direct, common claims against Chesapeake and Access Midstream (the “**Group Claims**”), in one or more group actions (the “**Group Action(s)**”). The Attorneys do not intend to and will not assert, arbitrate or litigate the Client’s claims as a class action, on behalf of a class of all other similarly situated royalty owners. Instead, the Attorneys will concurrently assert, arbitrate and litigate the Client’s claims as direct, common claims, as part of the Group Claims, in one or more Group Actions, together with the similar and common direct claims of other Group Clients. The Client authorizes and consents to the Attorneys’ concurrent representation of multiple Group Clients in the assertion, arbitration and/or litigation of common or similar claims. The Client also authorizes and consents to the assertion of the Client’s direct claims, together with those of other Group Clients, in one or more Group Actions.

3. **AAA Arbitration.** If Client’s Lease contains a mandatory arbitration provision requiring any disputes regarding the Lease, performance thereunder, or damages caused by the Lessee’s operations to be resolved and determined by arbitration, the Attorneys will seek to file and pursue the Client’s arbitration claims against Chesapeake Appalachia and any other appropriate gas companies jointly with those of other Group Clients, on a group basis, by filing one or more arbitration demands and statements of claim on behalf of multiple Group Clients, and/or by consolidating the Client’s arbitration claims with those of other Group Clients. The Client acknowledges that the Attorneys have informed the Client that AAA Commercial Arbitration Rules presently do not specifically address (whether by permitting or by prohibiting) the filing and arbitration of single arbitration proceedings on behalf of multiple claimants with similar or common claims, or the consolidation of separate arbitration proceedings, and that the AAA has indicated that it does not accept joint or group filings, or permit consolidation of separate claims, in the absence of a court order. Accordingly, the Attorneys will proceed as follows. The Attorneys will first seek to file the Client’s arbitration claims against Chesapeake Appalachia jointly with those of other Group Clients, and, if successful, to consolidate such claims with the arbitration claims of other Group Clients. If the AAA refuses to accept such filings, or to permit consolidation, the Attorneys will commence appropriate litigation to seek to compel or permit the AAA to accept such filings and/or to permit the consolidation of previously filed group claims. If the Attorneys are successful in obtaining a court order compelling or permitting the AAA to accept group filings and/or to permit consolidation of previously filed group claims, the Attorneys will represent the Client concurrently with other Group Clients in the arbitration of their respective Group Claims. If the Attorneys are unable to obtain a court order which causes the AAA to accept group filings and/or to permit consolidation of previously filed group claims, the Attorneys will not pursue the arbitration of the Client’s claims against

Chesapeake Appalachia unless the Client advances and undertakes to pay all filing fees, hearing fees, and arbitrator fees required to pursue their arbitration claims on an individual basis.

4. **Litigation. If the Client's Lease does not contain an arbitration provision**, the Attorneys will investigate, and commence and litigate in the appropriate court(s), any meritorious direct claims that Client has against Chesapeake, other gas companies holding working interests in the Lease, and Access Midstream, together with the similar and common direct claims of other royalty interest owners concurrently represented by the Attorneys. **If the Client's Lease contains an arbitration provision**, the Attorneys, in addition to seeking to arbitrate any claims which must be arbitrated, also will investigate, commence and litigate in the appropriate court(s), any meritorious direct claims that Client may have against any Chesapeake affiliates other than Chesapeake Appalachia, L.L.C., and against Access Midstream and any other responsible parties, on a group basis, together with the similar and common direct claims of other royalty interest owners concurrently represented by the Attorneys;

5. **Aggregate Settlement of Claims.**

A. Because the Attorneys will be filing the Client's direct claims on an aggregate or group basis, along with those of one or more other Group Clients, it is likely that any settlement offers that may be made by the Defendants also will be presented on an aggregate or group basis. This presents two potential issues. First, the Pennsylvania Rules of Professional Conduct prohibit a lawyer who represents two or more clients from participating in making an aggregate settlement of the claims of the clients unless each client gives informed consent, and also requires a lawyer to disclose in connection with any proposed aggregate settlement (i) the existence and nature of all the claims involved, and (ii) the participation of each person in the settlement.¹ Second, what happens if some of the Group Clients being concurrently represented by the Attorneys approve the settlement while others do not?

B. To facilitate the ability of the Attorneys to participate in making an aggregate settlement of the Client's claims, along with those of the other clients whose claims will be asserted in the same lawsuit, in compliance with Rules of Professional Conduct, the Client agrees that the Client will be entitled to receive a pro rata share of any settlement (after deduction of any costs and legal fees payable). For purposes of this Agreement, the Client's pro rata share of any settlement, judgment or award recovered in the Group Actions, as well as the Client's pro rata share of the costs and legal fees payable in connection with the Group Actions, will be based on the post-production costs that have been deducted from Client's royalties, relative to the aggregate post-production costs that have been deducted from the royalties of all of the Group Clients represented by the Attorneys in the Group Actions being settled (the "**Pro Rata Share**").

C. Any proposal by any of the Defendants to settle any claims of the Group Clients on an aggregate basis will be handled as follows. First, the proposal will be transmitted to the Client and to all other Group Clients in the Group Actions which are subject to the offer, along with any recommendation(s) by the Attorneys as to whether the proposal should or should not be accepted. The Client and each other client being concurrently represented by the

¹ See Pennsylvania Rules of Professional Conduct, Rule 1.8(g)

Attorneys will be entitled to vote on the proposed settlement (and on any recommended modifications). If an aggregate settlement proposal fails to receive the approval of Group Clients who collectively own a majority of the aggregate acreage owned by all of the Group Client being concurrently represented by the Attorneys in the Group Action(s) that is/are the subject of the offer, the Attorneys will reject the proposal. If an aggregate settlement proposal is unanimously approved by the Group Clients, the Attorneys will accept the proposal. If the Attorneys receive and recommend an aggregate settlement proposal, and the proposal is approved by Group Clients who collectively own a majority of the aggregate acreage owned by all of the Group Clients being concurrently represented by Attorneys, but is disapproved by other Group Clients, the Attorneys will have what is referred to as a “concurrent conflict of interest,” which will be addressed as set forth below.

D. For the avoidance of doubt, the Attorneys will not enter into any agreement to settle the Client’s claims, whether asserted as Group Claims or otherwise, without first obtaining the Client’s consent and agreement. The Attorneys are authorized to receive and collect any final judgment that may be rendered on the Client’s claims, demands or actions, and to satisfy the same on the records of the Court.

6. **Acknowledgment of, Consent to and Waiver of Potential Concurrent Conflict of Interest.**

A. The Pennsylvania Rules of Professional prohibit an attorney from representing a client if the representation would involve a “concurrent conflict of interest,” which is defined as a situation in which either: (1) the representation of one client will be directly adverse to another client; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, unless the representation satisfies four specified requirements. First, the lawyer must reasonably believe that he or she will be able to provide competent and diligent representation to each affected client. Second, the representation must not be otherwise prohibited by law. Third, the representation must not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation. Fourth, each affected client must give his or her informed consent to the concurrent representation of the other clients.²

B. The Attorneys believe that their concurrent representation of the Client and of other royalty owners who have leases with Chesapeake or Anadarko will satisfy each of the first three requirements. Specifically, the Attorneys believe (i) that they will be able to provide competent and diligent representation to each of the Group Clients, (ii) that the representation is not otherwise prohibited by law, and (iii) that their representation will not involve the assertion of any claims by one member of the group against another.

C. To enable the Client to provide informed consent (the fourth and last requirement), the Attorneys provide the following information. Although concurrent or aggregate representation of a group of similarly situated clients has several advantages (including being able to generate sufficient contingent fees to make the case economically viable for counsel, and cost-sharing, which can make it economically viable for parties to pursue claims

² See Pennsylvania Rules of Professional Conduct, Rule 1.7

which otherwise might not be cost-efficient or practical to pursue on an individual basis), it also presents certain risks. The main risk is that Attorneys could at some point down the road find themselves facing a concurrent conflict of interest if Chesapeake, Anadarko and/or Access Midstream offered an aggregate settlement proposal which a majority of the Group Clients wanted to approve and accept while others did not. At that point, the interests of the concurrently represented Group Clients would be adverse, which, in the absence of an agreement, could prevent the Attorneys from continuing to represent any of the Group Clients, and require the Attorneys to withdraw as counsel for all Group Clients.

D. To address and avoid this potential issue, the Attorneys will require the Client, and all other Group Clients who are concurrently being represented by the Attorneys, to agree that, if any Group Clients decline to accept and approve any settlement proposal that may in the future be made by Chesapeake, Anadarko, Access Midstream, or any other defendant(s), which is both recommended by the Attorneys and approved by a majority in interest (based on aggregate acreage) of the Group Clients (a “**Recommended Settlement Proposal**”), then: (i) the Attorneys will be entitled to withdraw from representing any of the Group Clients who decline to accept and approve the Recommended Settlement Proposal; (ii) any Group Clients who decline to accept or approve the Recommended Settlement Proposal will be obligated to obtain new counsel going forward, at their own expense; (iii) the Attorneys will be entitled to and will continue to represent all Group Clients who elect to accept and approve the Recommended Settlement Proposal; (iv) all Group Clients consent to and waive any potential conflict of interest that may arise out of the Attorneys’ withdrawal from representing Group Clients who decline to accept and approve a Recommended Settlement Proposal, and the Attorneys’ continued representation of other Group Clients who elect to approve any such proposal.

E. Another potential issue arising out of concurrent or group representation relates to the attorney-client privilege, which is a privilege against disclosure of confidential attorney-client communications. If two or more persons are jointly represented by the same lawyers in a matter, a confidential communication by any of the jointly represented co-clients that relates to a matter of common interest remains privileged from disclosure as against third-persons (such as Chesapeake and Access Midstream), but that privilege does not apply to communications between the clients themselves. One co-client who is a member of a concurrently represented group of co-clients with common interests, however, cannot unilaterally waive the privilege for the other members of the group. As a result, neither of the Clients nor any other Group Clients will be able to unilaterally waive the attorney-client privilege of other Group Clients with respect to communications with the Attorneys regarding matters of common interest.

7. **Contingent Legal Fee.** If the Client recovers any amounts or obtains any declaratory or injunctive relief in connection with Client’s claims, then in consideration for the legal services rendered and to be rendered by Attorneys, the Attorneys shall be entitled to receive, and the Client shall be obligated to pay to the Attorneys, a legal fee consisting of the sum of: (a) a contingent legal fee, based on the gross amount recovered on the Client’s claims, whether by way of settlement, judgment or arbitration award, which shall be in the amount of (i) twenty-five percent (25%) of the gross amount recovered before the filing of any Complaint, (ii)

thirty-three and one-third percent (33 1/3%) of the gross amount recovered after the filing of a Complaint but before the commencement of trial, and (iii) forty percent (40%) of the gross amount recovered after the commencement of any trial or arbitration of the Client's claims, or of the claims of any other client(s) whose claims are asserted concurrently with those of the Client, whether in the same action or in a separate action or arbitration proceeding (the "**Contingent Legal Fee**"); plus (b) any statutory attorney's fees awarded to the Client, individually or collectively with any other client(s) whose claims are asserted and litigated by Attorneys together with those of the Clients (as explained in further detail below). For the avoidance of doubt, the Client will not owe or be required to pay any additional or separate fee in connection with any declaratory or injunctive relief obtained by the Client, or in connection with any increase in the future royalties payable to the Client as a result of any reduction in the deductions which can be taken in calculating any such royalties. The legal fee specified above is intended to and will cover legal services through and including any trial, post-trial motions or appeal.

FOR THE AVOIDANCE OF DOUBT, IT IS MUTUALLY UNDERSTOOD AND AGREED THAT IF THERE IS NO MONETARY RECOVERY ON THE CLIENT'S CLAIMS, THEN THE CLIENT WILL NOT BE OBLIGATED TO PAY ANY FEE TO THE ATTORNEYS, OTHER THAN ANY ATTORNEY'S FEES WHICH MAY BE AWARDED AGAINST AND RECOVERED FROM DEFENDANTS PURSUANT TO AN AWARD OF STATUTORY COSTS, AS PROVIDED BELOW.

8. **Statutory Attorney's Fees and Costs.** The Client acknowledges that the Attorneys have informed the Client that, under the American Rule, parties to lawsuits generally are responsible for payment of their own legal fees, and, subject to limited exceptions, the legal fees incurred by a party generally are not recoverable from the opposing party as part of any judgment or award, unless a contract between the parties, rule of court or statute specifically provides otherwise. As a result, the Client will be responsible for payment of his or its own legal fees for their breach of contract and common law tort claims, and it is unlikely that the Client will be able to recover such fees from Defendants. The Attorneys have informed the Client (a) that the Client and other Group Clients also have potentially meritorious statutory claims under Sections 1 and 2 of the Sherman Act and the Clayton Antitrust Act, 15 U.S.C. §§ 1 and 2, 15 and 26, and under the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 18 U.S.C. §§ 1961-1968, et seq, and (b) that these statutes entitle any person injured in his business or property by means of violations of the respective laws to recover treble damages and costs of suit, including a reasonable attorney's fee. *See* 18 U.S.C. § 1964 (RICO) and 15 U.S.C. § 15(a) (Clayton Antitrust Act). The award of costs and fees is not mandatory under either statute, but falls within the discretion of the Court. As a result, the Client agrees that, if the Client or any other Group Clients prevail on any claims under RICO or the Sherman or Clayton Antitrust Acts, the Client will cooperate in the application by Attorneys for the recovery of statutory attorneys' fees and costs. If any such attorneys' fees are awarded, in whole or in part, in connection with any judgment or award obtained in connection with any Group Claims against Chesapeake or Access Midstream, the Attorneys will be entitled to receive all such fees, over and above and in addition to the amount of any Contingent Legal Fee payable to the Attorneys. The Client also will cooperate in executing and deliver any documents that may be required to authorize and direct Chesapeake, Access Midstream, or any other defendant(s), to pay Client's pro rata share of any such statutory attorneys' fee or cost award directly to Attorneys, and shall

promptly deliver and pay to the Attorneys any amounts received by the Client in connection with any such statutory fee award. To avoid any conflict of interest in connection with any settlement, the Attorneys will not negotiate or seek to resolve any claim to statutory fees or costs until an agreement in principal first has been reached with the Defendants as to the amount of damages and any non-monetary relief.

9. **Costs of Suit.**

A. Nature of Costs; Recovery of Costs. In addition to payment of legal fees as detailed above, the Client also will be responsible for their Pro Rata Share of any and all out-of-pocket costs and expenses which are paid or incurred by the Attorneys in connection with the litigation of the Group Action(s) (collectively, the “**Costs of Suit**”) out of any gross amounts recovered in connection with the Group Claims. Costs of Suit may include, but are not limited to, any and all of the following: court filing fees; subpoena and process service fees; statutory witness fees; court reporter fees; costs of transcripts of depositions, hearings and trial, and videotaping of depositions; document retrieval and certification fees; PACER fees; photocopy and binding expenses; overnight mail, messenger and Federal Express charges; long-distance telephone charges; travel expenses (including, without limitation, the costs of transportation, food and lodging in connection with any depositions or meetings conducted more than 100 miles from the courthouse in which the Group Claims are filed); costs and expenses of case and document management systems, trial graphics and presentation systems; and fees of testifying and non-testifying expert witnesses retained by the Attorneys in connection with the claims of Group Clients (including, but not limited to, the cost of retaining any antitrust economists, forensic accountant(s) and expert(s) on damages). All costs and expenses incurred by the Attorneys to third-parties will be billed at the Attorney’s actual cost, without markup or premium. In-house photocopying will be billed at \$0.15 per page.

B. Attorneys to Advance Costs of Suit. The Attorneys will initially advance or incur any and all Costs of Suit that they determine, in their sole professional discretion and judgment, are appropriate, commercially reasonable and necessary in connection with the litigation of the Group Actions. The Attorneys will be entitled to be reimbursed in full for any and all Costs of Suit paid or incurred by any of them from the gross amounts recovered by the Group Clients in any Group Action, before any distribution to the Group Clients. **The Client will have no obligation to advance any monies for or toward Costs of Suit, and the Client will have no obligation to pay or reimburse the Attorneys for Costs of Suit to the extent that the amount of any monetary recovery in the Group Actions is insufficient to cover the Costs of Suit.**

10. **Withdrawal or Termination of Representation**

a. By the Attorneys. The Attorneys, or any of them, may at any time, at their option, with or without cause, terminate their representation of Client and of any other Group Clients by providing Client with not less than 90 days’ prior written notice of their intent to do so, subject to and conditioned upon Court approval of such withdrawal in any Group Action is then pending.

b. By the Client. The Client may at any time, with or without cause, terminate the Attorneys' representation of the Client by providing not less than 90 days' prior written notice to the Attorneys, subject to and conditioned upon Court approval of the withdrawal of Attorneys as counsel in any Group Action is then pending. Upon receipt of any such written notice of termination from Client, the Attorneys will promptly seek leave of Court to withdraw from representing Client in any pending lawsuit(s) in which any of the Attorneys have entered their appearance on behalf of Client.

c. Effect of Termination. Upon the effective date of the termination of the Attorneys representation of the Client hereunder, this Agreement shall be terminated and of no further force or effect, and neither the Client nor the Attorneys whose representation has been terminated shall thereafter be liable to the other under this Agreement, except as expressly provided herein. Notwithstanding any termination of this Agreement, the Attorneys shall be and remain entitled to compensation for their prior legal services on behalf of the Client, and to reimbursement of the Client's Pro Rata Share of any unreimbursed Costs of Suit paid or incurred by the Attorneys, and the Client shall be and remain obligated to compensate and reimburse the Attorneys, in either of the following two events:

(i) If any verdict has been entered in favor of the Client in connection with any of the Claims but not yet reduced to judgment prior to the effective date of the termination, or if any judgment has been entered in favor of the Client in connection with any of the Claims prior to the effective date of the termination, but has not yet been paid or settled prior to the effective date of termination, then the Attorneys will be and remain entitled to receive, and the Client will remain obligated to pay, the full contingent legal fee to which the Attorneys otherwise would have been entitled, the full amount of any statutory fees awarded for such legal services, and the Client's Pro Rata Share of any costs payable, if, as and when any monies are paid or become payable to Client in connection with such verdict or judgment, as if such monies had been paid prior to the effective date of the termination, without regard to when the judgment or verdict is actually paid, settled or compromised; or

(ii) If the Client terminates the Attorneys at a time when a settlement of the Group Actions, or of any claims of the Group Clients, has been negotiated and substantially finalized, then if the Client separately settles any of his, her or its claims, and recovers any monies, within six (6) months after terminating the Attorneys, then the Attorneys shall be and remain entitled to receive, and the Client shall be and remain obligated to pay to the Attorneys, the Client's Pro Rata Share of the full Contingent Legal Fee, any statutory legal fees, and costs that otherwise would have been due and payable to the Attorneys in connection with the settlement of the Group Actions, or any claims of the Group Clients, if the Client had not terminated the Attorneys, regardless of when the settlement of the Group Actions, or any claims of the Group Clients, are completed.

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11. **Acknowledgement of No Guaranty, Representation or Warranty of Results.**

The Attorneys cannot and do not represent, guaranty or warrant that they will be able to achieve any particular result or recovery in this matter, or that Client will recover any amount whatsoever. The Attorneys do agree and commit, however, subject to the terms and conditions of this agreement and to applicable law, that they will use and apply their best, commercially reasonable professional efforts on Client's behalf in all matters in which they represent Client. The Client acknowledges that the Attorneys have not made any representation or warranty whatsoever regarding the probable outcome of any lawsuit(s) to be filed in connection with the Group Claims, and that the Attorneys cannot and have not in any way guaranteed the result or outcome of any such lawsuit(s), including, without limitation, the likelihood, nature or extent of any equitable relief, or the likelihood or amount of any monetary recovery, from the settlement or trial of any such lawsuit(s).

12. **Disclosure of Agreement.** The Attorneys may disclose the existence and terms of this Agreement to other prospective Group Clients, and to the court(s) in which the Attorneys file any action on behalf of Group Clients.

13. **Counterparts; Signatures.** This Agreement may be executed in multiple counterparts, each of which will be considered and deemed to be an original as to the party or parties whose signatures appear thereon, but all of which together will be considered and deemed to be one and the same Agreement. Photocopies of signed counterparts of this Agreement, as well as signed counterparts of this Agreement transmitted by fax or electronic mail shall be considered and deemed to be effective as originals.

14. **Commencement of Representation.** This Agreement will not become effective, and the Attorneys will not undertake any obligation to represent the Client, unless and until counterparts of this Agreement have been signed and exchanged by Client and Attorneys.

In Witness Whereof, the parties hereto have set their hands and seals this _____ day of _____, 2014.

CLIENT:

Signature: _____

Phone: _____

Print Name: _____

Email: _____

Signature: _____

Phone: _____

Print Name: _____

Email: _____

ATTORNEYS:

GRIFFIN, DAWSEY,
DePAOLO & JONES, P.C.

By: _____

Print Name: _____

LAW OFFICE OF TAUNYA M.
KNOLLES ROSENBLOOM

By: _____

Print Name: _____

INDIK & McNAMARA, P.C.

By: _____

Print Name: _____