
ATTORNEY-CLIENT AGREEMENT

This Attorney-Client Agreement (“Agreement” or “Master Agreement”) is between Jeff Baron (the “Client”) on the one hand, and Jeffrey T. Hall (“Attorney”) on the other. This Attorney-Client Agreement is effective August 1, 2009.

Purpose of Attorney-Client Agreement. Client retains Attorney and Attorney agrees to represent Client for various personal and corporate litigation matters and for various transactional and corporate matters for an initial term of one month (the “Initial Period”) and automatically renewing on a month-to-month basis thereafter. For each litigation matter, Attorney and Client may enter into a separate representation agreement with Client or entity that Client has an interest in (a “Specific Matter Agreement”) that may set forth the hourly rate of Attorney for purposes of determining and potentially recouping necessary and reasonable attorneys’ fees in any given litigation. Notwithstanding the terms set forth in those Specific Matter Agreements, this Master Agreement governs the entire relationship between Client and Attorney, and the terms of the Master Agreement, including those with respect to the fees due Attorney, supercede any conflicting terms in any other agreements, including without limitation, the hourly rate set forth in a Specific Matter Agreement.

Scope of Engagement. Attorney is responsible for overseeing and handling all of Client’s litigation matters, including without limitation, research, drafting, filing, conducting discovery, coordinating with outside, opposing and local counsel, and handling hearings and trials for Client. Attorney will handle litigation matters directly as counsel of record and will oversee, manage and direct other matters with outside and local counsel when Client is represented by outside counsel and/or litigation is in a foreign state. Attorney will also be responsible for various general transactional legal matters such as contract drafting and consulting. During the course of work, Attorney will obtain a large amount of confidential information and agrees that, during the term of this Agreement or any time thereafter, Attorney will not represent any party that is or becomes adverse to Client. Attorney shall provide work product, regardless of stage of completion, to the Client or Client’s designee(s) as requested and shall further communicate the status of the various matters within Attorney’s responsibility as requested.

To fulfill the responsibilities set forth herein, Attorney shall devote at least half of its time to Client's matters. Client and Attorney agree that one half of Attorney's time is eighty hours a month.

Payment. At the end of each month, Attorney shall submit an invoice to Client confirming the time Attorney worked on Client's matters during the month and shall be paid, provided Attorney performed the work defined in the Scope of Engagement section, \$10,000.00 per month.

Additional Matters. Attorney will not enter into a fee sharing arrangement concerning any matters related to Client without Client's written approval.

Expenses. In addition to Attorney's fee for rendering professional services, Attorney will be reimbursed for other charges and expenses incurred directly related to the performance of legal services for Client. Attorney will obtain prior approval from Client or Client's designee(s) if Attorney anticipates incurring any charges or expenses over \$100 or when charges and expenses in aggregate exceed \$300 in any month

Termination or Withdrawal; Notice. The Client may immediately terminate Attorney's representation of Client under this Agreement, and all Amended Agreements, as well as any Specific Matter Agreement, at any time by providing notice to Attorney ("Notice"). Attorney may terminate his representation of Client under this Agreement and all Amended Agreements, as well as any Specific Matter Agreement, at any time by providing notice to Client ("Notice"). Should Attorney give Notice, Attorney is obligated to continue prosecuting all cases and working for the remainder of the time after Attorney gives notice until Attorney's withdrawal has been effectuated pursuant to applicable rules governing the withdrawal of attorneys (the "Termination Date"). Should Client give Notice (or should Attorney be prevented by a Court, the Client or other legal process from withdrawing from Attorney's representation of Client), Client is obligated to pay attorney fees and reimbursable expenses as set forth herein until the Termination Date. Notice is effective only upon delivery by both regular mail and email to the following:

Attorney
Jeffrey T. Hall
7242 Main Street
Frisco, Texas 75034
jthallesq@gmail.com

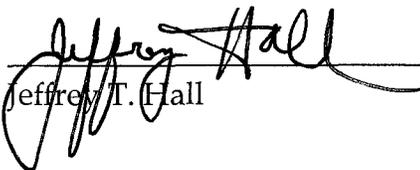
Client

Jeff Baron
P.O. Box 111501
Carrollton, Texas 75011
jeff@ondova.com

Venue; Choice of Law. The parties agree that Texas law governs this Attorney-Client Agreement and that venue for any dispute concerning this Agreement lies solely in Dallas County, Texas.

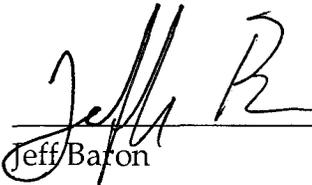
Amendment to Attorney-Client Agreement. This Agreement can be amended and/or modified only by written agreement signed by both parties ("Amended Agreement"). If amended, the terms of any Amended Agreement, including those with respect to the fees due Attorney, supersede any conflicting terms in this Agreement.

ATTORNEY



Jeffrey T. Hall

CLIENT



Jeff Baron

