

AGREEMENT TO HIRE LAWYERS

I. PURPOSE OF THIS AGREEMENT.

I, _____, hire Charles B. Mitchell, Jr. of the law firm of Brown, Dean, Wiseman, Liser, Proctor & Hart, L.L.P. (hereinafter "Brown ") to represent me in my claims against Silver State Helicopters LLC (hereinafter "Silver State") and others arising from the Bankruptcy which it filed and in negotiating with my lender to possibly forgive the debt or reduce the debt. Further, representation may include suit against the lender. Additionally, I hire Brown to investigate and file legal actions if necessary to recover amounts that are due me by individuals and entities who may have caused Silver State to file Bankruptcy and any other related proceeding ("my case"). When used in the Agreement, "my lawyers" means Charles B. Mitchell, Jr. and the lawyers at Brown . Further, my lawyers may include other lawyers outside Brown which may be associated with my case. I understand that if others lawyers are associated with my case there will be no increase in the fee I will be charged under this agreement. If a local counsel is retained his/her hourly rates will be treated as expenses under this agreement.

II. RESPONSIBILITY TO PAY LAWYERS' FEES.

Because of the special nature of my case my lawyers have agreed to represent me initially with out charge of their hourly rates but will charge expenses to me and their other Silver State clients. I agree to share in those expenses on a pro rata basis (per head). As part of that agreement I agree to an initial retainer of \$250.00 to be used to defray expenses on my case. I understand that if the expenses exceed the pool of initial retainers received by Brown from all the Silver State clients I will be assessed my share of those expenses which exceed the pool. I agree to pay those assessments until I fire Brown. I understand there may come a time when the lawyers at Brown can no longer be able to waive their hourly rates and may request that this agreement be amended to charge hourly rates and ask for a retainer to cover that change. In the event Brown requests to amend the agreement I do not have to agree but can seek other counsel to represent me in my case.

In the event Brown obtains a recovery of monies from persons or entities related to my case I agree that Brown may seek recovery of their attorney's fees on an hourly basis from those persons or entities if the law permits such recovery of attorney's fees. In the event the law does not permit recovery of attorneys fees I agree to the following attorney fees in the event of a recovery beyond amounts owed on my loan .

A. Lawyers' Fees Prior to Suit.

I agree to pay my lawyers for their services one-third (1/3) of the total recovery, if the recovery is made prior to filing suit.

B. Lawyers' Fees If There Is No Appeal.

I agree to pay my lawyers for their services two/fifths (2/5) of the total recovery after the filing of suit whether this recovery is obtained by settlement or by judgment after a trial, if the judgment is not appealed to a higher court.

C. Lawyers' Fees If There Is An Appeal

If there is an appeal of a judgment, I agree to pay my lawyers for their services one-half (1/2) of the total recovery, regardless of whether this recovery is obtained by settlement after the appeal has been filed or by way of a ruling by the higher court. An appeal is filed when either party to the above lawsuit or our lawyers send papers to the higher court requesting an appeal.

D. Definition of Total Recovery.

The total recovery is the total amount recovered by settlement or judgment including any amount recovered as interest, lawyers' fees and punitive damages. There is nothing to be subtracted in determining the total recovery.

E. Settlement Payments Over a Period of Time.

In the event my case is settled by an agreement which calls for an initial cash payment and additional payments over a period of time, my lawyers may decide to either:

- (1) be paid all of their fees from the initial cash payment based upon the present value of all payments (present value means the total cost to the defendant of all settlement payments, present or future, as if they all are made on the date of the settlement); or
- (2) be paid their fees, whether one-third (1/3), two-fifths (2/5), or one-half (1/2) out of each payment as it is received.

F. Lawyers' Fees are Not Set by Law.

My lawyers' fees are not set by law. I have agreed to pay these lawyers' fees after I discussed them with my lawyers.

III. RESPONSIBILITY TO PAY EXPENSES.

My lawyers must pay expenses to handle my case. It is difficult for my lawyers to accurately predict the amount and type of expenses they will have to pay to handle the case. Some of these expenses are court filing fees, court reporter fees, traveling and lodging expenses, consultant fees, expert witness fees, computer service fees, charges for telephone, postage and photocopying, charges for medical records, and charges for the preparation of trial exhibits.

I permit my lawyers to pay the expenses they decide are appropriate to handle my case. I agree to pay my lawyers for these expenses.

A retainer of \$250.00 to be used to defray legal expenses, during the handling of this matter will be deposited with Brown prior to any work being performed. This retainer shall be refundable for any unused portion. Monthly billing will be made to maintain the level of the retainer constant. Should the client fail to maintain the retainer the firm may withdraw from handling the client's claims or case.

If there is a recovery I will be paid my share after my lawyers' fees have been subtracted from the total recovery. I will then receive what remains. This is known as net recovery. Thus, the total recovery less my lawyers' fees equals my net recovery.

I will pay my lawyers for their expenses as they are incurred and authorize my lawyers to apply expenses against any retainer or to bill me directly for expenses.

My lawyers cannot guarantee a recovery. I must pay for expenses my lawyers pay or incur on my behalf even if there is no recovery or if the portion of the recovery remaining after my lawyers' fees are subtracted is not enough to cover all expenses.

I will be required to pay my lawyers for the expenses they pay in investigation of my case even if they decide not to represent me in my case.

At the end of the case my lawyers will give me a written statement explaining the outcome of the case and, if there is a recovery, showing the total recovery, my lawyers' fees, all expenses and my net recovery. If there is a retainer, my lawyers will provide me with an accounting for the application of the retainer showing the fees and expenses to which my retainer has been applied.

IV. RIGHT TO APPROVE A SETTLEMENT.

My lawsuit/claim may not be settled without my approval. My ability to reject settlement will not affect the ability of other Silver State clients of Brown to make their own settlements.

V. LAWYERS' RIGHT TO WITHDRAW.

My lawyers cannot recommend that I start a lawsuit until they complete their investigation of my claim. I will give my full cooperation to my lawyers as they investigate and handle my case. My lawyers may discover facts during the investigation that may lead them to recommend that I not start a lawsuit. Even after a lawsuit is started, my lawyers may discover facts that may lead them to recommend that I dismiss my lawsuit or that I hire other lawyers to handle my case.

I therefore agree that my lawyers may withdraw from my case any time they recommend that I should drop my lawsuit or that I should hire other lawyers to handle my case. I also agree that my lawyers may withdraw if I do not cooperate in the investigation or handling of my case, or if the Rules of Professional Conduct which apply to my lawyers permit or require them to withdraw.

If my lawyers decide to withdraw from my case, they will try to protect my interests to the extent reasonably possible by giving me reasonable notice, allowing me time to obtain other lawyers, and giving me any papers and property in their possession which belong to me. My lawyers have no duty to find other lawyers for me in the event they withdraw from my case.

VI. RIGHT TO FIRE MY LAWYERS.

I realize that I have the right to fire my lawyers at any time, even if I have no reason. If I fire my lawyers, I will have to pay them for the expenses they paid in handling my case up to the point I fire my lawyers..

VII. WHAT THIS AGREEMENT COVERS.

This Agreement states the entire agreement among me and Brown and takes the place of any prior oral or written agreements.

THIS AGREEMENT IS ENTERED INTO WITHIN THE STATE OF TEXAS AND IS TO BE INTERPRETED IN ACCORDANCE WITH TEXAS LAW. The terms of this Agreement may only be changed by a separate written agreement signed and dated by me and my lawyers.

My lawyers only represent me in my case. My lawyers have no duty to represent me in any matters other than my case including claims that could be brought by or against me.

NOTICE TO CLIENT

The State Bar of Texas investigates and prosecutes professional misconduct committed by attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. I have been supplied a copy of the Texas Lawyer's Creed which governs the conduct of my lawyers.

APPROVAL OF THIS AGREEMENT

I have read this Agreement and agree to all of its terms.

DATED: _____

Signature

Printed Name

Address

Home Phone

Office Phone

Fax

Email Address

DATED: _____

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