

GOLD, WEEMS, BRUSER, SUES & RUNDELL  
A Professional Law Corporation  
2001 MacArthur Drive  
Alexandria, Louisiana 71307-6118  
(318) 445-6471

**ENGAGEMENT AGREEMENT**

This Engagement Agreement is entered into by and between I-20 Economic Development Corporation(Clients@) and Gold, Weems, Bruser, Sues & Rundell, a professional law corporation (AGold@), effective as set forth below.

**WHEREAS**, the Clients have determined that the employment of counsel is required in connection with representation of Clients in litigation against I-20 Corridor Properties, Inc. (the AEngagement Matter@); and, Clients desire to employ Gold to render professional legal services regarding the Engagement Matter.

**NOW THEREFORE**, it is hereby agreed between the parties as follows:

1. Engagement. Clients hereby employ Gold, and Gold accepts employment, as counsel for Clients to represent and handle for Clients all aspects of the Engagement Matter, including any required or ancillary litigation, disputes, transaction or other related matters.
2. Rates. As compensation for the services to be rendered by it, Gold shall be paid at the rates per hour set forth below for each hour of attorney or paralegal time expended on the case in any fashion, including, but not limited to, office and telephone conferences, legal research, travel, preparation of pleadings, court appearances, and all other actions necessary, proper or desirable to conduct the representation of Clients. The agreed hourly rates are as follows:

<u>Attorney or Category</u>	<u>Hourly Rate</u>
Shareholders/ Partners	\$190.00

These rates are subject to adjustment(s) after twelve (12) months to reflect adjustment(s) in Gold=s standard rates for attorneys or categories of attorneys.

3. Expenses. Clients shall be responsible for all costs and expenses incurred by Gold in connection with the representation, including, but not limited to, photocopies at \$0.25 per copy, telephone charges, court costs, and all other costs or expenses incurred by Gold in connection with the representation, billed at the same rates and in the same fashion as Gold bills its other clients, with the exception of travel costs.
4. Retainer. Gold will not require a retainer in this matter.
5. Billings. Clients shall be billed for fees and expenses by Gold monthly, or at such other periodic intervals as Gold may elect according to the nature of the representation. All statements shall be payable upon receipt and shall bear interest at the rate of 12 percent (12%) per cent per annum if not paid within thirty (30) days.

6. CLIENTS EXPRESSLY RECOGNIZE THAT ANY ESTIMATE OF TOTAL FEES AND EXPENSES TO BE INCURRED IN CONNECTION WITH THE REPRESENTATION, WHICH MAY BE GIVEN IN THE INITIAL INTERVIEW OR OTHERWISE, IS NOTHING MORE THAN A GOOD FAITH GUESS AND THAT THE ACTUAL FEES AND EXPENSES ULTIMATELY INCURRED MAY BEAR NO RELATION TO THE ESTIMATE.
  
7. Termination by Clients. Clients retain the right at any time to terminate the employment of Gold and from and after such termination Gold shall withdraw from any litigation then pending and shall have no further right and authority to represent or continue to represent Clients. In the event of such termination, Clients shall have no further obligation to Gold other than to pay for fees and expenses incurred up to the time of notification of Gold by Clients of the termination of employment.
  
8. Withdrawal/Collection. Gold retains the right to withdraw from the representation, and hereby advises Clients of its intention to withdraw, if its statements for fees and expenses are not paid when due. In the event that collection efforts and/or litigation are necessary to obtain payment of monies due under this agreement, Clients shall be liable for all costs and expenses thereof (including attorney fees, calculated at the rates set forth above if Gold elects to handle the matter itself, which is expressly approved and permitted).

**GOLD, WEEMS, BRUSER, SUES & RUNDELL**

By: \_\_\_\_\_  
 Steven M. Oxenhandler

Signed, in duplicate originals, this \_\_\_\_ day of \_\_\_\_\_ 2015.

**CLIENTS**

By: \_\_\_\_\_  
 Name of client signing

Signed, in duplicate originals, this \_\_\_\_ day of \_\_\_\_\_ 2015.

By: \_\_\_\_\_  
 Name of client signing

Signed, in duplicate originals, this \_\_\_\_ day of \_\_\_\_\_ 2015.