

CONTINGENT FEE CONTRACT

In consideration of the mutual promises set forth below, **KELLER INDEPENDENT SCHOOL DISTRICT** (“Client”) and **LAIRD & CUMMINGS, P.C.** (“Attorneys”) agree as follows:

I. PURPOSE AND SCOPE OF REPRESENTATION

1.01 Purpose of Representation. Client hereby retains Attorneys to fully prosecute claims generally arising out of certain disputes between Client and Aramark Management Services, L.P. (and related entities and representatives) which are more fully described in Cause No. 228693-08, a lawsuit styled *Keller Independent School District vs. Aramark Management Services, L.P. and Robert Ward*, currently pending in the 67th District Court of Tarrant County, Texas (the “Aramark Lawsuit”), and to negotiate, mediate, settle, or litigate those claims.

1.02 Scope of Representation. Client acknowledges that Attorneys’ representation is limited to the private causes of action asserted or which may be asserted by Client in the lawsuit presently on file in the Tarrant County District Courts and does not include or contemplate legal representation in any type of governmental, regulatory or administrative action.

II. ATTORNEYS’ FEES AND EXPENSES

2.01 Attorney’s Fees. In consideration of services rendered by Attorneys, Client hereby agrees to pay Attorneys **thirty three and one-third per cent (33.3%)** of any gross amount collected by settlement or judgment; or **thirty eight per cent (38.0%)** in the event any notice of appeal is filed; or in the alternative the maximum attorneys’ fees allowed by court order or statute should any lesser amount of fees be required than the specific amounts stated herein. Fees shall be calculated based on the gross recovery and before deduction for outstanding case expenses, subrogation interests, liens, etc. In the event of no recovery, Client owes no attorneys’ fees.

2.02 Expenses. Client agrees to pay all expenses as incurred by Attorneys within 14 days of presentation. Attorneys agree that any expenses anticipated to exceed \$3,000.00 will be approved by Client before the expenditure is made. Such approval will not be unreasonably withheld. Attorneys will invoice Client for incurred expenses on a periodic basis, noting those which are to be reimbursed directly to Attorneys and those which are to be paid directly to vendors, experts, and other individuals or entities supplying goods or services necessary for Attorneys to prosecute this suit. “Expenses” are those which Attorneys, in their professional judgment, determine to be necessary in the proper preparation and/or prosecution of this case and include but are not necessarily limited to: court costs (*e.g.*, filing fees, jury fees, citation fees, service fees, etc.); bonds; deposition fees; stenography and court reporting fees; videographer fees; transcript fees; reproduction fees; expert witness fees; subpoena fees; mileage and travel expenses; private investigation fees; telephone expenses; postage and courier costs; records service fees; expert consultation fees; mediation fees; photography and videography costs; legal

research consultants; witness fees; computer on-line research such as Westlaw, Lexis/Nexis, or other subscription internet research services; graphic artist fees; creation of demonstrative evidence; and all other expenses which are customarily incurred in preparation and prosecution of complex litigation. In the event of no recovery, Client nonetheless agrees to pay all expenses.

III. ASSIGNMENT OF INTEREST

3.01 In consideration of the agreements herein, Client hereby sells, conveys, and assigns to Attorneys an interest in Client's claims and causes of action to the extent recited in Section II.

IV. APPROVAL NECESSARY FOR SETTLEMENT

4.01 No settlement of any nature shall be made for any of Client's claims without the complete approval of Client, nor shall the Client obtain any settlement on such claims without the involvement of Attorneys.

V. LIMITED POWER OF ATTORNEY

5.01 Attorneys are hereby granted a limited power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to execute this representation, including settlement.

5.02 Attorneys are also authorized and empowered to act as Client's negotiator in any and all settlement negotiations concerning the subject of this Agreement. Once again, no settlement shall be accepted without the prior approval of Client.

VI. TAXABLE COURT COSTS

6.01 Client understands that under the Texas civil justice system, certain costs of litigation may be charged or "taxed" against the losing party (litigant). These are often referred to as "taxable court costs" and they typically include the winning party's filing fees, service fees, deposition costs, and costs of preparing transcripts of hearings and of trial, all of which can run into the thousands of dollars. A judge makes the decision as to which party is responsible for payment of taxable court costs at the conclusion of a lawsuit, and the unsuccessful party (not that party's attorneys) may be ordered to pay the prevailing party's court costs. This potential liability is a risk of litigation for all parties. Client acknowledges this potential liability and understands that Attorneys will not pay for or indemnify Client for any taxable court costs which may be assessed against Client by any court.

VII. OFFERS OF SETTLEMENT

7.01 Under Texas law effective September 1, 2003, an "offer of settlement" may be made by a defendant in civil suits. If during litigation a defendant makes a specific, written "offer of settlement" in compliance with certain statutory requirements and

plaintiff decides to reject the offer and proceed to trial, and the judgment following trial is less than 80% of the defendant's offer of settlement (even if the plaintiff otherwise prevails at trial), that party (not that party's attorneys) may be ordered by the court to pay defendant's litigation costs. "Litigation costs" includes defendant's court costs, reasonable fees for not more than two testifying expert witnesses, and reasonable attorney's fees incurred after the offer of settlement is rejected by Client.

VIII. NO REPRESENTATIONS

8.01 It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case, and Attorneys have not represented to Client that Client will recover all or any of the relief or recovery to be sought. Client has also been informed that obtaining a judgment does not guarantee that the opposing party can or will satisfy the judgment. Client understands and acknowledges that this lawsuit has been on file since February, 2008, with limited written discovery and no oral discovery to date. Pertinent fact witnesses may be difficult to locate, and there is no guarantee as to whether they may be cooperative or beneficial regarding this cause of action at this time. Attorneys will use their best efforts to be efficient and timely in preparing and resolving this matter, with Client recognizing that a significant amount of time has passed since the conduct of the defendant. Attorneys make no warranty or representation as to what effect, if any, such passage of time may have on this case.

IX. ASSOCIATION OF OTHER ATTORNEYS

9.01 Attorneys may, at their sole discretion, associate any other Attorney(s) in the representation of the aforesaid claims of the Client. Subject to Section II (2.01), fees for any such associated Attorneys shall not represent any additional fees to the Client; however, Attorneys used for expert consultation and/or testimony who charge an hourly fee shall be carried as an expense under the provisions of Section II (2.02).

X. DESIGNATION OF GENERAL COUNSEL AS CLIENT'S REPRESENTATIVE

10.01 The parties agree that correspondence, periodic litigation updates, requests for documents, and other routine attorney-client interaction may be directed solely to Client's General Counsel and that such communications with her shall be effective to fully apprise the Client without the necessity of directing same to each individual member of Client's Board of Trustees and/or its Superintendent.

10.02 Client authorizes its General Counsel to act on Client's behalf in effectuating this agreement and in assisting Attorneys with their prosecution of the claims made the basis of this agreement.

10.03 Attorneys and Client agree to meet periodically and upon reasonable advance notice in order to apprise Client's Board of Trustees and/or its Superintendent of the status of the claims made the basis of this agreement.

XI. TEXAS LAW TO APPLY

11.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable at 1824 8th Avenue, Fort Worth, Tarrant County, Texas. Venue shall be agreed to be in Tarrant County, Texas for any purpose in connection with this agreement.

XII. LEGAL CONSTRUCTION

12.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such provisions shall not affect any other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIII. INTERNET CONFIDENTIALITY

13.01 Client hereby allows attorney-client or other privileged information to be transmitted via the Internet, and acknowledges that Internet communications cannot be guaranteed to be 100% secure.

SIGNED AND ACCEPTED THIS _____ day of _____, 2008.

ATTORNEY:

CLIENT:

LAIRD & CUMMINGS, P.C.

Attorneys at Law
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KELLER INDEPENDENT SCHOOL DISTRICT