CAUSE NO. PR-16-04115-1

ESTATE OF	§	**IN THE PROBATE COURT**
	§	
BRIAN U. LONCAR,	§	**NO. 1**
	§	
DECEASED.	§	**DALLAS COUNTY, TEXAS**

INTERESTED PARTY PHIL LONCAR'S OBJECTION TO MOTION TO SELL LONCAR & ASSOCIATES, P.C.

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Interested Party Phil Loncar ("**P Loncar**" or "**Interested Party**" herein) and files this, his Objection to Motion to Sell Loncar & Associates, P.C. and, for cause, would respectfully show unto the Court as follows:

I.
INTRODUCTION

1. Mwai Kibaki, the 3rd President of Kenya, said, "Leadership is a privilege to better the lives of others. It is not an opportunity to satisfy personal greed." Clay Jenkins' greed is so destructive it has poisoned his soul.

2. Most people, when a friend of theirs dies unexpectedly, would rally around that friend's family, help them through the grieving process, and make sure the family gets back on their feet. Good friends would do whatever they could to help their friend's family and make sure the family was taken care of – in the same manner as if their friend were still alive and in the same manner in which their friend would provide for their family had it been them that died first. But, not Clay Jenkins... And, not when his "friend" Brian Loncar tragically passed away.

3. Tragically, at every turn, Clay Jenkins has used Brian Loncar's death to advance his own personal interests and financial reward, at the expense of Brian Loncar's family, Brian Loncar's express stated wishes, Brian Loncar's express stated estate plans, and those intended to benefit from them.

4. As an independent executor for an independent estate, up until now, Clay Jenkins has had virtually free reign, restrained only by the ethical and professional considerations that most licensed attorneys and elected officials abide by, but which are non-existent in Clay Jenkin's world. Clay Jenkin's effort to ramrod through an approval of a sale of a valuable asset that Clay Jenkins has plundered every minute of every day in the nearly three years since Brian Loncar's death, is only the latest example of the unlawful ends to which he will go and the illicit means he will employ to achieve them.

5. Sadly, Clay Jenkins has used this Honorable Court, and these honorable proceedings, as cover for, and as unwitting participants in, his fraudulent scheme. In this regard, Clay Jenkins has fraudulently concealed from this Court the undisputed fact that Brian Loncar, P.C., the asset that Clay Jenkins seeks to acquire and seeks the Court's approval, ***is not an asset of the estate, and never has been.***

6. Instead, on June 1, 2014, two and one-half years before his death, Brian Loncar assigned his 100% ownership interest in Brian Loncar, P.C., the owner of Brian Loncar & Associates (hereinafter referred to as the "Loncar Firm") to the Brian U. Loncar Living Trust (the "Living Trust"); a revocable living trust set up under Texas law and, with Brian Loncar as the settlor, trustee and beneficiary, legally entitled to own the professional corporation under the Texas Business Organizations Code. The very purpose of assigning the interest to the Living Trust was, of course, to keep Loncar Firm from becoming an asset of his estate upon his death and to avoid these probate proceedings that Jenkins has subjected it to.

7. Clay Jenkins was, at least by the time of Brian Loncar's death, keenly aware that Loncar Firm was assigned into the Living Trust and was not an asset of this estate. As proof, among other things, nine days after Brian Loncar's death, Clay Jenkins and his colleague in his law firm and employee, on December 13, 2016, just nine days after Brian Loncar's passing, Stephen Daniel, affirmatively acknowledged in an email to counsel that Clay Jenkins was ostensibly seeking to employ for Phil Loncar (Brian Loncar's father) as the successor trustee of the Living Trust, that:

> ***Loncar Firm was put into a trust with Phil Loncar, Brian's father, as the non-lawyer trustee.***

8. That same day, although without Phil Loncar's knowledge of consent, Clay Jenkins retained the law firm of Cobb Martinez for Phil Loncar, ***as trustee of the living trust,*** to give certain legal opinions regarding certain operational issues regarding Loncar Firm after Brian Loncar's passing.

9. Then, on January 21, 2017, Clay Jenkins, who at the time was not yet installed as the independent executor of Brian Loncar's estate, with the advice, guidance and legal assistance of his independent legal counsel, again recognized that Loncar Firm was ***not an asset of this estate, but instead, an asset of the Living Trust,*** when Jenkins submitted a lowball offer ***to the Living Trust*** to acquire its 100% ownership interest in Loncar Firm.

10. Phil Loncar, as trustee of the Living Trust, rejected Clay Jenkins's lowball offer. Therefore, Clay Jenkins set about to steal what he could not, through "legitimate means" obtain. After fraudulently inducing Phil Loncar, the executor of Brian Loncar's estate, to resign, Clay Jenkins eventually got himself appointed as the estate's independent executor.

11. Clay Jenkins's entire motivation to "stay involved" in Brian Loncar's affairs was to ensure that he would continue to receive the millions of dollars in benefits that he had for years received from the Loncar Firm. In fact, so important was the Loncar Firm to Clay Jenkins to his financial and professional success, that Clay Jenkins, just shortly after Brian Loncar was buried, unilaterally transferred eleven to thirteen high value cases from the Loncar Firm's Odessa office to his Waxahachie law office so he could receive the legal fees on those cases. Those legal fees are estimated to have a value well in excess of $1 million.

12. Even though Jenkins installed himself as executor of Brian Loncar's estate, some obstacles he had to overcome if he was to continue to personally profit at the expense of the Living Trust's beneficiaries through the continued operation of the Loncar Firm.

13. First, under the express provisions of the Living Trust, all of the assets of the Trust, including Loncar Firm, had to be liquidated within six months of Brian Loncar's death. That meant, of course, that Jenkins could not legally continue to operate and pillage the Loncar Firm for the almost three years that he has, but would have to sell it quickly or liquidate it.

14. Second, Phil Loncar did not resign as Trustee of the Living Trust. As such, Clay Jenkins is not, and never has been, the trustee of the Living Trust.

15. Third, Brian Loncar's Last Will and Testament contains a pour-over provision, pursuant to which any asset not in the Living Trust at the time of Brian's death, is to be transferred into the Living Trust upon Brian's death.

16. The existence of the independent estate provided Clay Jenkins with perfect opportunity to circumvent all the hurdles; at least temporarily. Dispensing with the "inconveniences" of the oversight and disclosure requirements of a dependent estate, Clay Jenkins could, and for the past two and one-half years, has simply disregarded the existence and terms of the Living Trust, and coopted the Loncar Firm into the estate.

17. Phil Loncar, as trustee of the Living Trust, the actual owner of Loncar Firm and the Loncar Firm, opposes the sale and objects to any attempt by the estate, who is not the owner of Loncar Firm, to sell the firm.

18. Phil Loncar further objects to the sale as the "rightful" independent executor of the estate and trustee of the Living Trust. Clay Jenkins, who was retained by Phil Loncar as his legal counsel to represent him, individually, as executor and trustee, was appointed executor of Brian Loncar's estate as a result of breaches of fiduciary duties owed to Phil Loncar, irreconcilable conflicts of interest, self-dealing and attorney malpractice. As a consequence, any appointments of Clay Jenkins as executor and/or trustee are void and/or voidable and are hereby challenged by Phil Loncar.

II.

NEED FOR CLAY JENKINS' DEPOSITION BEFORE THE SALE OF LONCAR FIRM TO HIMSELF

19. The Deposition of Clay Jenkins, the titular successor Executor of the Estate of Brian U. Loncar, is essential for the purpose of determining both the capacity of the estate to effect the sale due to its lack of ownership of Loncar Firm, and the "fairness" of the proposed sale of Loncar Firm (also referred to as "**L&A**" herein) to himself, as it is the largest asset of both the Estate and the Living Trust, and Clay Jenkins has numerous irreconcilable conflicts of interest which prevent a sale of L&A to himself as same would not be an "arm's length transaction," a fair transaction, or a transaction benefitting the Estate.

20. We must ask ourselves this most basic question – is the Executor's sale of the largest asset in the Estate, to the extent it belongs to the Estate, to himself, in the best interests of the heirs and does it benefit the Estate? The Answer, of course, is NO!

III.
FACTS

21. The sale of Loncar Firm to the Executor of the Estate of Brian U. Loncar, Clay Jenkins (also referred to herein as "**Jenkins**"), should not go forward.

22. First, Clay Jenkins is attempting to cause a sale of an asset that does not belong, and never has belonged, to the Estate.

23. Second, Clay Jenkins is the titular executor of the Estate, but is not the rightful executor. Jenkins is the second successor executor as provided in Brian Loncar's Last Will and Testament. Jenkins was only appointed after Phil Loncar and William Sena (the named first successor executor), resigned and waived their appointments respectively. Both the resignation and the waiver were obtained by Jenkins by fraud, through the use of artifice and deceit, through conflicts of interests and through breaches of fiduciary duties. Jenkins' appointment is void and/or should be voided.

24. Third, Clay Jenkins has numerous past and existing irreconcilable conflicts of interest and, if the sale goes forward, it would be *ipso facto void* and Clay Jenkins would be breaching numerous fiduciary duties he owes to the Estate.

IV.
THE COURT HAS NO AUTHORITY TO AUTHORIZE THE SALE

25. As set forth above, and in the Declaration of Phil Loncar attached hereto as Exhibit "A," Clay Jenkins is attempting to obtain this Court's approval to sell an asset that does not belong, and never has belonged, to the Estate.

26. Clay Jenkins' machinations for his own personal gain notwithstanding, Brian Loncar clearly transferred his ownership interest in the Loncar Firm to the Living

Trust two and one-half years before his death. That transfer was done, in substantial part, to effectuate Brian Loncar's wishes to avoid the Loncar Firm from becoming an asset of his Estate and from being subject to the jurisdiction of this Court in probate.

27. Clay Jenkins, to the extent he is even the legitimate executor, and this Court, have no authority to sell the Loncar Firm as it is not an asset of the Estate. Accordingly, Phil Loncar, the trustee of the Living Trust, and the rightful executor of the Estate, objects to the sale.

V.
JENKINS'S IRRECONCILABEL CONFLICTS AND BREACHES OF DUTIES

28. Clay Jenkins is a lawyer and his conduct is governed by the TEXAS RULES OF PROFESSIONAL RESPONSIBILITY. He is an elected official being the Dallas County Judge. As such, his conduct is also governed by State Ethics laws.

29. Clay Jenkins is simultaneously:

a. Attorney for Phil Loncar, Brian Loncar's father, the first Executor of the Estate, and Trustee of the Trust who Clay induced, under false pretenses, to resign both of his positions;

b. Attorney for the Estate of Brian U. Loncar while Phil Loncar was the Executor of the Estate;

c. Attorney for the Brian U. Loncar Revocable Trust advising Phil Loncar as Trustee of the Trust;

d. Putative Executor of the Estate of Brian Loncar right now;

e. Putative Trustee of the Trustee of the Brian U. Loncar Revocable Trust now;

f. Managing lawyer in charge of Loncar Firm since the date of Brian Loncar's death on December 4, 2016, and even before Jenkins became Executor of the Estate;

g. An employee of the Loncar Firm, currently paying himself $10,000 per month;

h. Self-appointed President of Loncar Firm;

i. Dallas County Judge being paid by the citizens of Dallas County for full-time employment;

j. Owner, Managing Partner, and an employee of Clay Jenkins & Associates f/k/a Jenkins & Jenkins ("**CJ & Associates**"), a competing personal injury law firm;

k. Clay Jenkins is a debtor and/or contingent debtor of the Loncar Firm owing Loncar Firm an accounting of referral fees and currently owing

referral fees on 8-10 cases of the Loncar law firm that Clay Jenkins and Stephen Daniel is currently handling for Loncar Firm;

l. Clay Jenkins, Stephen Daniel and CJ & Associates also have an on-going consulting relationship with Loncar Firm whereby they provide consulting services and advice on numerous cases Loncar Firm is handling; and,

m. Lawyer at Loncar Firm making referrals of Loncar Firms' cases to his own law firm, Clay Jenkins & Associates while acting as Executor of the Estate and Trustee of the Trust.

30. Clay Jenkins & Associates has had a long-term case referral relationship with Loncar Firm that preceded Brian Loncar's death. Prior to Brian Loncar's death, Brian referred many cases to Clay Jenkins:

a. On information and belief, Clay Jenkins has never produced: an inventory and accounting of all of the cases that were referred to him and his law firm by L&A. Jenkins has not produced signed fee agreements with all of L&A clients demonstrating the clients' acknowledgement and agreement that their cases could be handled by Clay Jenkins and his partner, Stephen Daniels, and further acknowledging that half of each Client's legal fee could be split with Clay Jenkins;

b. On information and belief, Jenkins owes, and/or will owe, Loncar Firm additional referral fees and Jenkins paid Loncar Firm referral fees this year while he was Executor of the Estate; and,

c. On information and belief, Jenkins has not produced an accounting of the number of cases referred to his law firm by Loncar Firm, the exact settlements or recoveries in each case, the exact amount of costs and expenses incurred in each case (with invoices, receipts, cancelled checks, etc.), the portion of the fee that Clay Jenkins kept, the amount of money that was paid to L&A as a referral fee, the fee splits that were paid by Jenkins to third-party non-lawyers in violation of the State Bar Rules, and evidence that the fee splitting complied with the State Bar Rules requiring fees to be split in accordance with the services rendered by each lawyer receiving a portion of the fee in each case. On information and belief, Loncar Firm did not even make an appearance in most cases that Jenkins paid referral fees on.

31. Jenkins, his partner Stephen Daniels, and the law firm of Clay Jenkins & Associates f/k/a Jenkins & Jenkins has received referrals of 8-9 cases from Loncar Firm (on information and belief, referred by themselves), most of which they are still working on and will owe L&A a referral fee when the cases settle or there are recoveries.

32. Jenkins, his partner Stephen Daniels, and the law firm of Clay Jenkins & Associates f/k/a Jenkins & Jenkins referred, at least, two cases to themselves since Clay Jenkins took over as Executor of the Estate. On information and belief, they are still working on those cases and will owe L&A a referral fee when the cases settle or there is a recovery.

33. While Clay Jenkins was acting as attorney for Executor and Trustee Phil Loncar, he violated the fiduciary duties he owed to his clients and violated the State Bar Rules regarding doing business with clients:

a. In December 2016, Clay Jenkins attempted to buy Loncar Firm from his own client, the Executor of the Estate, by hiring his own lawyers and submitting to Phil Loncar: (1) an Exclusive Letter of Intent, in December 2016, for Clay Jenkins to buy Loncar Firm; and, (2) then submitting an Asset Purchase Agreement attempting to purchase the Loncar law firm for virtually nothing; and,

b. Phil Loncar rejected Jenkin's first ludicrous attempt to steal the Loncar law practice.

34. Clay Jenkins and his law firm has paid referral fees to non-lawyers and are personally involved in the KMA Capital issues. Jenkins has alleged that monies owed to the Loncar law firm were unlawfully diverted to KMA, yet Jenkins and his law firm paid "referral fees" to KMA (non-lawyers) for approximately 5 years:

a. Jenkins has never accounted for all the Loncar Firm's referral fees he paid to third parties and Jenkins has never returned the money to the Estate. Jenkins and Clay Jenkins & Associates are debtors of the Estate.

35. Clay Jenkins never gave notice to the clients of Loncar Firm that Brian Loncar passed away, that Brian Loncar was no longer part of Loncar Firm and never told the clients that the law firm would be sold or dissolved.

36. Clay Jenkins has continued to intake new clients into Loncar Firm since Brian Loncar's death. He has not disclosed to these new clients that Brian Loncar is dead, is no longer associated with the Loncar law firm, that the firm will be wound down or sold, and the lawyer they think they hired to handle their cases, Brian Loncar, will not be their lawyer.

37. Clay Jenkins controls Loncar Firm and is filing cases and practicing law in the County in which he holds elected office.

38. Loncar Firm is the largest referral source for Clay Jenkins and his law firm of the last 5+ years. Jenkins cannot afford to lose this referral source.

39. Clay Jenkins is responsible for not notifying clients of Loncar Firm that their lawyer, Brian Loncar, passed away and was no longer part of the law firm, that their fee agreements were void, and that they had the choice of retaining new counsel.

40. Since December 2016 when Brian Loncar died, Clay Jenkins has been falsely advertising to the public that Brian Loncar is alive and accepting new clients. This was intentionally done by Jenkins under false pretenses to preserve the Loncar brand for himself. He has created huge liabilities for Loncar Firm because of this.

41. Clay Jenkins has made no efforts to dissolve the law firm in the almost three (3) years since Brian Loncar died and since he controlled the law firm.

42. Clay Jenkins has been spending millions of dollars each year in advertising – instead of selling or winding down Loncar Firm. Now, on information and belief, Jenkins is offering to buy the law firm for less than he has spent in advertising since he became Executor of the Estate.

43. Clay Jenkins is unlawfully operating Loncar Firm by and through the Estate when, in truth and in fact, the law firm is an asset of the Trust.

44. Clay Jenkins passed up two (2) substantial offers to purchase the law firm shortly after Brian died: one for $10,000,000 and the other one for more than $20,000,000. Jenkins offered less to buy the Loncar Firm himself in December 2016 and is offering even less now.

45. Clay Jenkins is offering less money to purchase the law firm now when the law firm could be sold to third parties for more money. See, offer from Frank Azar attached hereto as **Exhibit "A"** for all purposes and made a part hereof.

46. By using Loncar Firm as an enterprise to solicit clients for himself, Stephen Daniel and CJ & Associates, Clay Jenkins is committing barratry.

47. Clay Jenkins has committed perjury.

48. In order to solicit new clients, Clay Jenkins has misled the public in numerous ways, including by:

a. Marketing and advertising that Brian Loncar was still active and a member of Loncar Firm on TV, print, media, commercials, websites, google, seo, billboards, cars, video, and YouTube;

b. Changing the name of the law firm from "Loncar & Associates" to "Loncar Associates"; and,

c. Creating a deceptively similar name and slogan for Loncar & Associates, "Strong Arm Lives On", "Strong Army", and/or "Loncar Associates."

49. Clay Jenkins used "the Strong Army" tagline because it is a play on words.

50. Clay Jenkins started using "Loncar Associates," without the "&", after Brian Loncar's death in order to mislead the public – even though there was no longer anyone named "Loncar" practicing law within the firm.

51. Clay Jenkins' duty was to: (1) maximize the assets of the Estate; and, (2) do what is in the best interest of the Estate **and its beneficiaries**. However, Clay Jenkins has not done this and the sale of Loncar Firm to Jenkins on his proposed terms will **not** benefit the Estate, but will decrease the value of the Estate.

52. On information and belief, Clay Jenkins contradicted the State Bar who did not want Clay Jenkins to advertise with Brian Loncar's image without an express and prominent disclosure of Brian Loncar's passing, because potential clients may be confused as to whether Brian Loncar was still alive or not. However, Clay Jenkins continued to use Brian Loncar's name, likeness, and even his image after his death and without any such disclosure.

53. Clay Jenkins is not carrying out the Decedent's wishes as he is not recognizing the Trust that owns the law firm or the pour-over provisions into Brian Loncar's trust.

54. Clay Jenkins understands the terms of the Trust requires the Trust to be terminated in 6 months from date of death.

55. The Trust has never been terminated.

56. Clay Jenkins represented "Phil Loncar as trustee of a testamentary trust now holding Brian Loncar's ownership shares of the Loncar Firm, law firm." when he retained Cobb Martinez for advice on legal ethical issues and the State Bar of Texas requirements pertaining to the continuation of the law firm and any advertising, what would be allowable under ethics law:

a. At that time, Jenkins believed that a living trust had been created and believed Brian Loncar's assignment of business interests effectuated by that trust was valid; and,

b. Now, for his own benefit, Jenkins refuses to recognize the assignment of Brian Loncar's assignment of business interests to the Trust.

57. After Brian Loncar died, Clay Jenkins held back a $1.5M referral fee check due to Loncar Firm. Clay Jenkins did not pay that money to Loncar Firm until confronted by the CFO who made him write another check to the Estate.

V.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Interested Party Phil Loncar, prays that this Honorable Court: (i) sustain this Objection to Motion to Sell Loncar Firm; (ii) deny the sale of Loncar Firm; (iii) overrule the Executor's Motion to Quash the Deposition of Clay Jenkins, Executor of the Estate of Brian U. Loncar; (iv) order the deposition of Clay Jenkins to proceed within the next fourteen (14) days; and (v) further requests all additional relief, both at law and in equity, to which Movant may show itself to be justly entitled.

Respectfully submitted,

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COUNSEL FOR INTERESTED PARTY PHIL LONCAR

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served on counsel of record this 22nd day of October 2019, in accordance with the TEXAS RULES OF CIVIL PROCEDURE.

Larry Friedman

LAWRENCE J. FRIEDMAN

DECLARATION OF PHIL LONCAR

State of Texas §
§
§
County of Collin §

I, Phil Loncar, declare:

My name is Phil Loncar. I am over 18 years of age and am fully capable of making this Declaration. The facts stated in this Declaration are within my personal knowledge and are true and correct.

1. I am the natural father of the late Brian U. Loncar ("Brian"). Brian, in his Last Will and Testament (the "Will") and Trust Agreement (the "Trust Agreement") for the Brian U. Loncar Living Trust (the "Living Trust"), appointed me as the Independent Executor ("Executor") of the Estate of Brian U. Loncar (the "Estate") and as the First Successor Trustee ("Trustee") of the Living Trust, respectively.

2. Brian passed away on December 4, 2018. I retained Clay Jenkins and Phil McCrury as my legal counsel to represent me in my capacities as Executor and Trustee. I retained Clay Jenkins first, and he subsequently found and recommended that I retain Phil McCrury as additional legal counsel.

3. On June 1, 2014, Brian assigned his ownership interest in Brian Loncar, P.C. ("Loncar PC") to the Trust through an Assignment of Business Interests (the "Assignment"), a true and correct copy of which is attached hereto as Exhibit "A." I am familiar with my son Brian Loncar's signature, and the signatures on the Assignment are his signatures.

4. Loncar PC is, and always has been, the sole owner of Brian Loncar & Associates, Loncar & Associates, and Loncar Associates.

5. In January 2017, just over one-month after Brian's death, Clay Jenkins, while he was still my legal counsel, submitted an offer to me, as Trustee, to purchase Loncar PC from the Trust (the "Jenkins Purchase Offer"). A true and correct copy of the Jenkins Purchase Offer is attached hereto as Exhibit "B."

6. It appears from the Jenkins Purchase Offer, that Clay Jenkins retained the law firm of Gibson Dunn & Crutcher, LLP ("Gibson Dunn") to represent him and to draft the Jenkins Purchase Offer. I was not advised in advance by Clay Jenkins that he was retaining independent legal counsel or that I should retain independent legal counsel with respect to his efforts to purchase Loncar PC.

7. Both Clay Jenkins and Gibson Dunn submitted the Jenkins Purchase Offer to, and attempted to purchase Loncar PC from, the Trust, not the Estate. This was consistent with the Assignment that Brian had executed on June 1, 2014.

8. Also, in December 2016, just days after Brian's death, Clay Jenkins, acting as my legal counsel, apparently retained the law firm of Cobb Martinez Woodward, PLLC ("Cobb Martinez") to represent me, as Trustee, not as Executor, to provide certain legal opinions regarding the continued operations of Loncar PC subsequent to Brian's death (the "Cobb Martinez Retention").

9. Clay Jenkins did not advise me at the time that he was retaining Cobb Martinez for me, as Trustee; and I did not sign a retainer or fee agreement with Cobb Martinez for that, or any other, purpose. I did, however, subsequently discover that Clay Jenkins did retain Cobb Martinez and that Cobb Martinez provided certain legal opinions, ostensibly to me as Trustee of the Loncar Trust, regarding the continued operations of Loncar PC and the Loncar law firm.

10. In 2019, Cobb Martinez provided me with a copy of its file relating to the Cobb Martinez Retention (hereinafter referred to as the "CM File"). The CM File contains a copy of a fee agreement dated December 13, 2016 (the "CM Fee Agreement"), a true and correct copy of which is attached hereto as Exhibit "C." I never saw the CM Fee Agreement prior to the time Cobb Martinez produced a copy of it to me in 2019.

11. The CM Fee Agreement is addressed to me, as "Trustee of a Loncar Trust." It further provides, in the first paragraph of the document, that Cobb Martinez was retained to advise "on legal ethics issues and State Bar of Texas requirements pertaining to the operation, continuation, or transfer of the Loncar & Associates, P.C. law firm, by you (Phil Loncar) ***as Trustee of a trust now holding the deceased Brian Loncar's ownership interest in the Loncar & Associates, P.C. law firm....***"

12. The CM Fee Agreement also bears a signature that is purportedly my signature. The signature on the CM Fee Agreement is not my signature and, as I previously stated, I never even saw the CM Fee Agreement before it was produced to me in 2019 to be able to sign it. I, likewise, did not authorize anyone to sign the CM Fee Agreement on my behalf.

13. Based upon email correspondence contained in the CM File, Clay Jenkins is the person that negotiated the CM Fee Agreement with Cobb Martinez and Cobb Martinez sent the agreed upon, execution version, of the CM Fee Agreement to Clay Jenkins so that he could deliver it to me to be executed and returned to Cobb Martinez (the "CM Fee Agreement Emails"). True and correct copies of the CM Fee Agreement Emails are attached hereto as Exhibit "D."

14. Clay Jenkins never provided me with a copy of the CM Fee Agreement, never requested that I execute the CM Fee Agreement and never even discussed the Cobb Martinez Retention with me.

15. The CM File also contains an email from Stephen Daniel, who I understand is an attorney that practices with Clay Jenkins in his law firm, to Cobb Martinez dated December 13, 2014 (the "Daniel Email"), a true and correct copy of which is attached hereto as Exhibit "E." Stephen Daniel copies Clay Jenkins on the Daniel Email.

16. The Daniel Email contains information that was apparently used to initiate the Cobb Martinez Retention and to draft the CM Fee Agreement.

17. To ensure the proper scope of representation, Stephen Daniel summarized the status of the Loncar PC and the Loncar law firm as follows:

> As you know, ***Loncar & Associates was put into a trust with Phil Loncar, Brian's father, as the non-lawyer trustee*** (emphasis added).

18. I, as Trustee of the Trust, did not accept the Jenkins Purchase Offer as I believed the price offered was well below what Loncar PC was worth. After I did not accept the Jenkins Purchase Offer, Clay Jenkins and Phil McCrury, as my legal counsel, persuaded me that it was in my best interest to resign as Executor of the Estate.

19. Based upon the advice Clay Jenkins and Phil McCrury gave me, and based upon the information they provided regarding the fact that my granddaughters were preparing to sue me personally (which did not happen) if I did not resign as Executor, I agreed to resign as the Executor of Brian's Estate.

20. To my knowledge, I was not asked to resign, and did not resign, as Trustee of the Trust. Commencing in or about December 2018 or January 2019, I made repeated demand upon Phil McCrury (the "McCrury File Demands") for access to, and copies of

my legal files, including all files relating his representation of me as Trustee of the Trust and any alleged resignation of that position (the "Phil Loncar Legal Files").

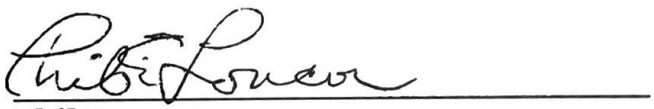
21. Mr. McCrury refused to provide me with copies of the Phil Loncar Legal Files. However, in a recent filing on September 30, 2019, in the 429th District Court of Collin County, Texas, in Cause No. 429-04428-2019, styled *In re Phillip Edward Loncar*, Mr. McCrury attached a copy of a document entitled "Resignation of Trustee for The Brian U. Loncar Living Trust" (the "Alleged Resignation") that Mr. McCrury (the "McCrury Affidavit") attached to his Affidavit (hereinafter referred to as the "Alleged Resignation").

22. The signature on the Alleged Resignation is not mine, I did not sign that document nor any other similar document, and I did not authorize anyone to sign a resignation of my position as Trustee on my behalf. Mr. McCrury, who was my attorney, refused for approximately 10 months after my demands to provide me with an original or copy of the document and continues to refuse to provide me with access to the alleged original of the document to this day.

This is my complete declaration.

My name is Phil Loncar, my date of birth is May 29, 1938 and my address is 5124 Mustang Trial, Plano, Texas 75093. I declare under penalty of perjury that each statement in the foregoing declaration is within my personal knowledge and is true and correct.

Executed in Collin County, State of Texas, on October ___ 2019.



Phil Loncar

EXHIBIT A

ASSIGNMENT OF BUSINESS INTERESTS

THIS ASSIGNMENT is made effective as of June 1, 2014 (the "Effective Date"), by and between **BRIAN U. LONCAR**, an individual ("Assignor"), and **BRIAN U. LONCAR, TRUSTEE** of the **BRIAN U. LONCAR LIVING TRUST** ("Assignee").

WITNESSETH:

WHEREAS, Assignor holds an ownership interest in each of the business entities that are listed on the Schedule "A", attached hereto and incorporated herein by reference (collectively the "Business Interests").

WHEREAS, Assignee has offered to acquire all of the Business Interests of Assignor, and Assignor is willing to covey Assignor's Business Interests to Assignee for the consideration and upon the terms stated below.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT:

1. Transfer, Assignment, and Assumption. Assignor hereby transfers, grants, bargains, conveys and assigns to Assignee the Business Interests, and any and all rights and interests of Assignor that exist pursuant to the Business Interests, TO HAVE AND TO HOLD the Business Interests unto Assignee and its successors and assigns forever. Assignor and Assignee agree that this Assignment includes all rights and interests that may be allocable to the Business Interests. Assignee assumes all of Assignor's obligations with respect to the Business Interests, to the extent the same first arise after the Effective Date.

2. Miscellaneous.

(a) Each party hereto agrees to execute, acknowledge and deliver any and all further instruments and take or perform such other acts as may be necessary or expedient to fully implement and further the purposes of this Assignment and the transaction contemplated hereby and to assure to Assignee or his successors or assigns, all the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold and conveyed, or otherwise vested in Assignee or intended so to be.

(b) This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

(c) This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(d) This Assignment shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Texas.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

LONCAR & ASSOCIATES, PC

By: _____
Brian U. Loncar, Individually

ASSIGNEE:

BRIAN U. LONCAR LIVING TRUST

By: _____
Brian U. Loncar, Trustee

SCHEDULE "A"
TO
ASSIGNMENT
OF
BUSINESS INTERESTS

1. 100% Membership Interest in Brian Loncar, P.C.

2. 50% Membership Interest in Tourmaline Partners Properties, L.L.C.

3.

4.

5.

6.

EXHIBIT B

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of January [__], 2017 (the "Effective Date"), by and among Clay Lewis Jenkins, P.L.L.C., a Texas professional limited liability company (the "Buyer"), the [Brian C. Loncar Living Trust], a [Texas] trust (the "Parent"), Brian Loncar, P.C., a Texas professional corporation doing business as "Loncar & Associates" ("Loncar & Associates"), Car Wreck Masters, PLLC, a Texas professional limited liability company ("Car Wreck Masters"), Massive Torts Masters, PLLC, a Texas professional limited liability company ("Massive Torts Masters"), and Cyan Films, LLC, a Texas limited liability company ("Cyan Films", and together with Loncar & Associates, Car Wreck Masters and Massive Torts Masters, the "Sellers").

RECITALS

A. The Parent owns 100% of the issued and outstanding shares of common stock of Loncar & Associates. [Loncar & Associates owns 100% of the membership interests of Car Wreck Masters, Cyan Films and Massive Torts Masters.]

B. Loncar & Associates is engaged in the practice of law at various locations in the State of Texas (the "Loncar Business"). Car Wreck Masters is engaged in the practice of law at various locations in the State of Texas (the "CWM Business"). Massive Torts Masters is engaged in the practice of law at various locations in the State of Texas (the "MTM Business"). Cyan Films is engaged in the business of multimedia and video production in the State of Texas (the "Cyan Films Business"). For the purposes of this Agreement, the "Business" shall mean, as applicable, the Loncar Business with respect to Loncar & Associates, the CWM Business with respect to Car Wreck Masters, the MTM Business with respect to Massive Torts Masters, the Cyan Films Business with respect to Cyan Films and the Loncar Business, the CWM Business, the MTM Business and the Cyan Films Business, collectively, with respect to the Sellers.

C. Each Seller is selling to the Buyer, and the Buyer is purchasing from each Seller, such Seller's Business, and in connection therewith the Buyer is assuming certain liabilities and obligations of each Seller relating thereto, all upon the terms and subject to the conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.1 Purchase and Sale of the Assets. Upon the terms and subject to the conditions of this Agreement, simultaneously with the execution of this Agreement, each Seller is selling and delivering to the Buyer all of such Seller's right, title and interest, direct or indirect, in and to all assets, properties and rights of every kind, whether tangible or intangible, real, personal or mixed, accrued or contingent (including goodwill), related to, used or held for use in

connection with such Seller's Business, as the same shall exist on the Effective Date, other than the Excluded Assets (collectively, the "Purchased Assets"), including, without limitation, the assets listed on Schedule 1.1 hereto.

Section 1.2 Excluded Assets. Notwithstanding anything contained in Section 1.1 to the contrary, no Seller is selling, and the Buyer is not purchasing, any of the following assets, all of which are retained by such Seller (collectively, the "Excluded Assets"):

(a) all of such Seller's cash and cash equivalents;

(b) any aircraft owned by the Sellers;

(c) with respect to Loncar & Associates, all of its interest in the 2017 Rolls-Royce Dawn;

(d) with respect to Loncar & Associates, all of its membership interests in Car Wreck Masters, Cyan Films and Massive Torts Masters; and[1]

(e) all rights of such Seller under this Agreement and the Ancillary Agreements (as defined below) to which such Seller is a party thereto.

Section 1.3 Assumed Liabilities. In connection with the purchase and sale of the Purchased Assets pursuant to this Agreement, the Buyer is not assuming any liabilities or obligations of the Seller, however or whenever arising, except as set forth on Schedule 1.3 (the "Assumed Liabilities").

Section 1.4 Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary or any disclosure to the Buyer, except for the Assumed Liabilities, the Buyer is not assuming (and the Sellers are retaining without recourse to the Buyer) any liabilities or obligations of any Seller whatsoever, whether direct or indirect, known or unknown, absolute or contingent, matured or unmatured, and currently existing or hereinafter arising (the "Excluded Liabilities").

Section 1.5 Ancillary Agreements. Concurrently with the execution hereof, the Parent, the Sellers and the Buyer have executed, and filed as necessary, such other documents as are (a) necessary to complete the transfer of the Purchased Assets to, and the assumption of the Assumed Liabilities by, the Buyer, (b) otherwise necessary to complete the transactions contemplated hereby and (c) reasonably requested by any party, including those documents listed on Schedule 1.5 (collectively, the "Ancillary Agreements").

Section 1.6 Consideration. In full consideration for the Purchased Assets, subject to Section 6.1, the Buyer (a) has paid to the Parent one million dollars ($1,000,000) in immediately available funds, (b) has assumed the Assumed Liabilities and (c) shall make the Earnout Payments to the Parent as set forth in Section 1.7. For the purposes of this Agreement, the

[1] Note to Draft: Side letter to be entered into on the Effective Date providing Buyer with the right to purchase the Sellers' equity for nominal consideration.

"Purchase Price" shall be equal to the sum of the amount paid to the Parent pursuant to Section 1.6(a) and the aggregate value of the Earnout Payments, calculated in accordance with Section 1.7.

Section 1.7 Earnout.

(a) Earnout Payments.

(i) In accordance with the terms of this Section 1.7 and subject to Section 5.6, on each Earnout Payment Date (as defined below), the Buyer shall pay to the Parent an amount equal to the applicable Earnout Payment Amount with respect to the immediately preceding Earnout Period (each, an "Earnout Payment"); provided however, that under no circumstances shall the cumulative Earnout Payments hereunder exceed an amount equal to (1) the Threshold Amount (as defined below), plus (2) one million dollars ($1,000,000), minus (3) the Pre-Closing Deduction Amount (as defined below) (such amount, the "Earnout Cap"). For the avoidance of doubt, no Earnout Payment shall be payable if there is no Distributable Net Income (as defined below) or a negative amount of Distributable Net Income for the applicable Earnout Period.

(ii) With respect to the Earnout Period ending March 31, 2017, (x) the Earnout Period shall be the period between 12:00 a.m. Central Time on the Effective Date and 11:59 p.m. Central Time on March 31, 2017 and (y) the Earnout Payment for such Earnout Period shall be reduced by the amount of the sum of (A) one million dollars ($1,000,000) and (B) the product of (1) the sum of Distributable Net Income for the period from 12:00 a.m. Central on December 4, 2016 until 11:59 p.m. on the date immediately preceding the Effective Date, multiplied by (2) fifteen percent (15%) (such amount, the "Pre-Closing Deduction Amount"). If the amount of the Earnout Payment for the Earnout Period ending March 31, 2017 is negative (an "Initial Deficit"), then no Earnout Payment shall be payable for the Earnout Period ending March 31, 2017 and the amount of the Earnout Payment in each succeeding Earnout Period shall be reduced (to the extent of the amount of such Earnout Payment in each such Earnout Period) by the amount of such Initial Deficit until such entire Initial Deficit has fully offset Earnout Payments for subsequent Earnout Periods.

(iii) On the ninetieth (90^{th}) day after the end of each Earnout Period (each, an "Earnout Payment Date"), (A) the Buyer shall pay to the Parent the amount of the Earnout Payment, if any, earned in the applicable Earnout Period by a wire transfer payment to an account specified by the Parent and (B) the Buyer shall contemporaneously deliver to the Parent a statement showing the Buyer's good faith calculation of the Distributable Net Income for the applicable Earnout Period and the amount of the Earnout Payment, if any, together with the components and supporting information therefor (all in reasonable detail). The Buyer's calculations of the amount of the Earnout Payment, if any, are subject to the verification process set forth in Section 1.7(b).

(iv) For the purposes of calculating the amount of the Earnout Payment, all revenues and expenses shall be recognized in accordance with United States generally accepted accounting principles and practices as in effect on the Effective Date ("GAAP") as applied consistently with the Financial Statements (as defined below) except as

specifically modified on Schedule 1.7; provided, however, that if, as to any particular client or customer, Distributable Net Income is recognized in accordance with the foregoing prior to the time that payment from such client or customer is received, the payment for the portion of the associated Earnout Payment, if any, shall be deferred until such time as payment from such client or customer is actually received. The parties acknowledge and agree that, in accordance with the foregoing, Distributable Net Income may arise from agreements or other arrangements entered into before, on or after the Effective Date.

(v) Subsequent to the Effective Date, the Buyer shall have sole discretion with regard to all matters relating to the operation of the Sellers' Business; provided, however, the Buyer agrees not to (i) divert or attempt to divert clients or revenue away from the Sellers' Business (other than with respect to a Joint Engagement), (ii) sell the equity securities of Buyer or any subsidiary of Buyer, or (iii) sell or transfer any material portion of the Sellers' Business outside of the ordinary course of business, in each case with the purpose or effect of reducing the amount of any Earnout Payment.

(vi) For the purposes of this Agreement:

(A) The "Distributable Net Income" shall mean the distributable net income solely attributable to the Sellers' Business, calculated in accordance with the methodology set forth on Schedule 1.7;

(B) The "Earnout Calculation Date" shall mean March 31, 2017, June 30, 2017, September 30, 2017, December 31, 2017, March 31, 2018, June 30, 2018, September 30, 2018, December 31, 2018, March 31, 2019, June 30, 2019, September 30, 2019, December 31, 2019, March 31, 2020, June 30, 2020, September 30, 2020, December 31, 2020, March 31, 2021, June 30, 2021, September 30, 2021 and December 31, 2021;

(C) The "Earnout Payment Amount" with respect to each Earnout Period shall mean:

(1) until such time as the aggregate Earnout Payments paid or payable hereunder exceed the Threshold Amount, the product of (A) eighty-five percent (85%), multiplied by (B) the Distributable Net Income for the applicable Earnout Period;

(2) following the time that aggregate Earnout Payments paid or payable hereunder exceed the Threshold Amount, the product of (A) fifty percent (50%), multiplied by (B) the Distributable Net Income for the applicable Earnout Period; provided, however, that if an Earnout Payment results in the aggregate Earnout Payments paid hereunder exceeding the Threshold Amount, only the portion of such Earnout Payment that, when aggregated when all prior Earnout Payments, exceeds the Threshold Amount, shall be calculated in accordance with this Section 1.7(a)(vi)(B)(2).

Notwithstanding the foregoing, if Distributable Net Income for an Earnout Period is negative (an "Earnout Period Net Loss"), then the amount of Distributable Net Income in each succeeding Earnout Period shall be reduced (to the extent of such Distributable Net Income in each such Earnout Period) by the amount of such Earnout Period Net Loss until such entire Earnout Period Net Loss has fully offset Distributable Net Income for subsequent Earnout Periods.

Further, notwithstanding the foregoing, if the Pro Forma Cash Amount on the Earnout Calculation Date (except for the Earnout Calculation Date on December 31, 2021) does not exceed the Liquidity Cushion, then (a) the amount of the Earnout Payment for such Earnout Period shall be reduced by an amount equal to (1) the Liquidity Cushion, minus (2) the Pro Forma Cash Amount on such Earnout Calculation Date (such total, the "Liquidity Shortfall") and (b) the amount of the immediately succeeding Earnout Payment shall be increased by the amount of such Liquidity Shortfall;

(D) The "Earnout Period" shall mean the period between 12:00 a.m. Central Time on the date immediately following the end of the prior Earnout Calculation Date (as defined below) and 11:59 p.m. Central Time on the applicable Earnout Calculation Date;

(E) The "Liquidity Cushion" shall mean $[_____];

(F) The "Pro Forma Cash Amount" means the aggregate cash and cash equivalents held by the Sellers' Business on each Earnout Calculation Date after giving effect to the payment of the applicable Earnout Amount; and

(G) The "Threshold Amount" shall initially mean fifteen million dollars ($15,000,000), provided that if the TVM Appraised Value is greater than fifteen million dollars ($15,000,000), the Threshold Amount shall be equal to the TVM Appraised Value.

(b) Verification of the Earnout Payments.

(i) Unless the Parent notifies the Buyer within sixty (60) days after the receipt of the statement delivered pursuant to Section 1.7(a)(iii) that the Parent objects to the computation of the Earnout Payment, if any, for the Earnout Period set forth therein, then the amount of the Earnout Payment, if any, for the applicable Earnout Period shall be binding and conclusive on the parties for the purposes of this Agreement.

(ii) If the Parent notifies the Buyer in writing within sixty (60) days after the receipt of the statement delivered pursuant to Section 1.7(a)(iii) that the Parent objects to the computation of the Earnout Payment, if any, for the Earnout Period set forth therein (such notice, a "Notice of Disagreement"), then the amount of such Earnout Payment, if any, for the applicable Earnout Period shall be determined by negotiation between the Parent and the Buyer. If the Parent and the Buyer are unable to reach agreement on the amount of such Earnout

Payment, if any, for the applicable Earnout Period within thirty (30) days after delivery of the applicable Notice of Disagreement, the Parent and the Buyer shall enter into a customary engagement letter with a third-party firm of independent certified public accountants (the "Special Accountants"), and shall submit, in writing, their briefs (and any supporting information or documents) detailing their views as to the correct amount of the Earnout Payment, if any, for the applicable Earnout Period and the Special Accountants shall make a written determination as to the amount of the Earnout Payment, if any, for the applicable Earnout Period, which determination shall be binding and conclusive on the parties. In resolving the disputed amount of the Earnout Payment, if any, for the applicable Earnout Period, the Special Accountants may not assign a value to the Earnout Payment greater than the greatest value for such Earnout Payment claimed by either party or less than the smallest value for such Earnout Payment claimed by either party. The Special Accountants shall be a third-party firm of independent certified public accountants as shall be agreed in writing by the Parent and the Buyer. The Parent and the Buyer shall use their commercially reasonable efforts to cause the Special Accountants to render a written decision resolving the matters submitted to it as promptly as practicable, and in any event within thirty (30) days following the submission thereof.

(iii) The Parent and the Special Accountant shall have reasonable access to the financial books and records of the Sellers' Business during normal business hours with reasonable prior notice to the Buyer; provided that such access is limited to the extent reasonably required with respect to resolving the dispute.

(iv) If the Special Accountants determine that the Buyer's proposed calculation of the Earnout Payment, if any, for the applicable Earnout Period has been understated by five percent (5%) or more, then the Buyer shall pay the Special Accountants' fees, costs and expenses associated with the applicable dispute. If the Special Accountants determine that the Buyer's proposed calculation of the Earnout Payment, if any, for the applicable Earnout Period has not been understated by the Buyer or has been understated by the Buyer by less than five percent (5%), then the Parent shall pay the Special Accountants' fees, costs and expenses associated with the applicable dispute.

(v) Within three (3) business days after the final calculation of the Earnout Payment, if any, for the applicable Earnout Period becomes binding and conclusive on the parties pursuant to this Section 1.7(b), (A) if the amount of the Earnout Payment so determined, if any, is less than the amount previously paid by the Buyer pursuant to Section 1.7(a) with respect to the applicable Earnout Period, then the Parent shall make a wire transfer payment in the amount of the difference to an account specified by the Buyer, and (B) if the amount of the Earnout Payment so determined pursuant to this Section 1.7(b) is greater than the amount previously paid by the Buyer pursuant to Section 1.7(a) with respect to the applicable Earnout Period, if any, then the Buyer shall make a wire transfer payment in the amount of the difference to an account specified by the Parent.

(c) Buy-Out Option. In the Buyer's sole discretion, the Buyer may elect to deliver to the Parent a notice of the Buyer's election to eliminate its obligation to make future Earnout Payments pursuant to this Section 1.7 in exchange for the payment by the Buyer to the Parent of an amount equal to (1) the TVM Appraised Value, minus (2) the cumulative amount of all Earnout Payments made by the Buyer to the Parent prior to the date of such election, in cash

by wire transfer payment to an account specified by the Parent. The Parent acknowledges and agrees that such notice and payment shall fully discharge and release the Buyer from, and shall terminate in all respects, all of the Buyer's obligations and liabilities under this Section 1.7.

(d) Earnout Security; No Interest Payable. For as long as any Earnout Payment remains outstanding hereunder (or until the option described in Section 1.7(c) hereof is exercised by the Buyer and payment with respect to the exercise of such option is paid in full), the Buyer hereby grants to the Parent a security interest in the Buyer's assets to secure the Buyer's obligations to make the Earnout Payments hereunder. The parties hereby acknowledge that (i) the contingent rights to receive any Earnout Payments shall not be represented by any form of certificate or other instrument, are not transferable, except by operation of Law (as defined below) relating to descent and distribution, divorce and community property, and do not constitute an equity or ownership interest in the Buyer, (ii) neither the Parent nor the Sellers shall have any rights as a security holder of the Buyer as a result of the Parent's contingent right to receive any Earnout Payment hereunder and (iii) no interest is payable with respect to any Earnout Payment.

(e) Independence of Earnout Payments. The Buyer's obligation to pay each of the Earnout Payments to the Parent in accordance with Section 1.7(a) is an independent obligation of the Buyer and is not otherwise conditioned or contingent upon the satisfaction of any conditions precedent to any preceding or subsequent Earnout Payment and the obligation to pay an Earnout Payment to the Parent shall not obligate the Buyer to pay any preceding or subsequent Earnout Payment.

Section 1.8 Execution of the Agreement. The sale and purchase of the Purchased Assets shall take place simultaneously with the execution of this Agreement. Simultaneously with the execution of this Agreement, (a) the Buyer is delivering to the Parent an amount equal to the amount set forth in Section 1.6(a) in immediately available funds, (b) the parties hereto are receiving executed originals of each of the Ancillary Agreements, and (c) the Buyer is receiving such other documents relating to the Sellers' Business, the Purchased Assets and the transactions contemplated hereby as the Buyer has reasonably requested.

Section 1.9 Allocation of Purchase Price. The Buyer shall prepare and provide to Loncar & Associates within sixty (60) days after the Effective Date, a schedule (the "Purchase Price Allocation Schedule") allocating the amounts paid in connection with the transactions contemplated by this Agreement, adjusted as necessary to determine the purchase price of the Purchased Assets for U.S. federal income Tax (as defined below) purposes (the "Tax Allocation Purchase Price") among the Purchased Assets. The Purchase Price Allocation Schedule shall be prepared in accordance with the general principles of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations pursuant thereto or any successor provision. The Buyer, the Sellers and the Parent shall file all Tax Returns (as defined below) (including IRS Form 8594) in a manner consistent with the Purchase Price Allocation Schedule, and none of the Buyer, any of the Sellers or the Parent shall take any position (whether in Tax proceedings, on Tax Returns, or otherwise) that is inconsistent with such allocation statement, except to the extent it is subsequently adjusted pursuant to an audit by the U.S. Internal Revenue Service or by a court decision. For U.S. federal income Tax purposes, each of the Earnout Payments shall be deemed to include imputed interest to the extent required by the

Code. For the purposes of this Agreement, (a) "Tax Returns" means any return, report, information return or other document (including any related or supporting information) required to be filed with any Governmental Authority (as defined below) in connection with the determination, assessment, or collection of any Tax paid or payable; and (b) "Tax" means (i) any and all foreign, United States federal, state or local net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, personal property (tangible and intangible), real property (including general and special assessments), goods and services, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, deed recording fee, occupation, premium, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty or addition thereto; (ii) any liability for payment of amounts described in clause (i) of this sentence whether as a result of transferee liability or otherwise through operation of law; and (iii) any liability for the payment of amounts described in clauses (i) or (ii) of this sentence as a result of any tax sharing, tax indemnity or tax allocation agreement or any other written agreement to indemnify any other person.

Section 1.10 Joint Representation Fee Arrangements. Prior to the Effective Date, the Sellers and Jenkins & Jenkins P.C. d/b/a Clay Jenkins & Associates ("CJA") occasionally entered into joint representation attorney fee agreements with respect to certain clients of the Sellers. If at any time prior to December 31, 2021 (including, for the avoidance of doubt, any time prior to the Effective Date), a new client contacts the Buyer with respect to new legal representation of the type that a joint representation attorney fee agreement customarily would have been entered into between the Sellers and CJA prior to the Effective Date (each, a "Specified New Engagement") and Buyer and CJA subsequently enter into a joint representation attorney fee agreement with respect to such client, then upon written notice to the trustee of the estate of Brian C. Loncar, the Buyer may elect to treat such engagement as a "Joint Engagement" for purposes of this Agreement. Notwithstanding anything else in this Agreement to the contrary, only sixty percent (60%) of the total revenue arising from any Joint Engagement during the applicable Earnout Period shall be included in the calculation of Distributable Net Income for purposes of determining the amount of the Earnout Payment with respect to the applicable Earnout Period (it being acknowledged that the purpose of the foregoing exception is to replicate the economic arrangement in place with respect to joint representation attorney fee agreements between the Sellers and CJA prior to the Effective Date with 60% of the total revenue from any Joint Engagement being paid to the Buyer and 40% of the total revenue from any Joint Engagement being paid to CJA); provided that the Buyer shall not be entitled to designate more than nine (9) Specified New Engagements as a Joint Engagement during any calendar year.

Section 1.11 Withholding. The Buyer (or any Affiliate (as defined below) of the Buyer making a payment hereunder) shall be entitled to deduct and withhold from any consideration otherwise payable to any person pursuant to this Agreement such amounts as it determines it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax law. Any amounts that are so deducted and withheld shall be paid to the relevant Governmental Authority and shall be treated for all purposes of this Agreement as having been paid to the applicable Seller. For purposes of this Agreement, "Affiliate" means, with respect to any person or entity, any person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such person. The term "control," as used in the immediately preceding sentence, means, with

respect to a corporation, the right to exercise directly or indirectly, fifty percent (50%) or more of the voting rights attributable to the controlled corporation, and, with respect to any partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE PARENT

The Parent hereby represents and warrants to the Buyer as follows:

Section 2.1 Organization and Qualification. The Parent is a trust duly formed, validly existing and in good standing under the laws of Texas. Loncar & Associates is a professional corporation duly organized, validly existing and in good standing under the laws of Texas and has full corporate power and authority to own, lease and operate the Purchased Assets (with respect to Loncar & Associates) and to carry on the Loncar Business. Car Wreck Masters and Massive Torts Masters are each a professional limited liability company duly formed, validly existing and in good standing under the laws of Texas and have full power and authority to own, lease and operate the Purchased Assets (with respect to Car Wreck Masters and Massive Torts Masters, respectively) and to carry on the CWM Business and the MTM Business, respectively. Cyan Films is a limited liability company duly formed, validly existing and in good standing under the laws of Texas and has full power and authority to own, lease and operate the Purchased Assets (with respect to Cyan Films) and to carry on the Cyan Films Business. Each Seller is duly qualified or licensed as a foreign entity to do business, and is in good standing, in each jurisdiction where the ownership or operation of the Purchased Assets (with respect to such Seller) or the nature of such Seller's Business makes such qualification or licensing necessary. True and complete copies of all organizational documents (including all amendments) of the Parent and the Sellers have been delivered to the Buyer.

Section 2.2 Authority. The Parent and each Seller have full power and authority to execute, deliver and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party thereto. The execution and performance by the Parent and each Seller of this Agreement and each of the Ancillary Agreements to which it is a party thereto, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary action on the part of such person who is a party thereto. This Agreement has been duly executed and delivered by the Parent and the Sellers, and is legal, valid, binding and enforceable upon and against the Parent and the Sellers. Each of the Ancillary Agreements have been duly executed and delivered by each party thereto (excluding, for the purpose of this representation, all parties who are not the Parent or any Seller), and is legal, valid, binding and enforceable upon and against each party thereto (excluding, for the purpose of this representation, all parties who are not the Parent or any Seller).

Section 2.3 No Conflict; Required Filings and Consents. The execution, delivery and performance by the Parent and each Seller of this Agreement and each Ancillary Agreement to which it is a party thereto and the consummation by the Parent and each Seller of the transactions contemplated hereby and thereby do not and will not (a) violate any provision of the certificate of incorporation or bylaws of the Parent or any Seller; (b) violate any federal, state or local statute, law, regulation, order, injunction or decree ("Law") applicable to the Parent, any Seller,

any Seller's Business or the Purchased Assets; (c) conflict with, create a breach or default under, require any consent of or notice to or give to any third party any right of modification, acceleration or cancellation, or result in the creation of any Encumbrance (as defined below) upon any of the Purchased Assets pursuant to, any contract, agreement, license, permit or other instrument to which the Parent or any Seller is a party or by which the Parent, any Seller, any Seller's Business or any of the Purchased Assets may be bound, affected or benefited; (d) allow the imposition of any fees or penalties or require the offering or making of any payment to a third party on the part of the Parent, any Seller or any Seller's Business; or (e) require any consent or approval of, registration or filing with, or notice to any federal, state or local governmental authority or any agency or instrumentality thereof (a "Governmental Authority").

Section 2.4 Title to, Condition and Sufficiency of Assets. Each Seller has good and valid title to or a valid leasehold interest in all of the Purchased Assets (with respect to such Seller), free and clear of any charge, limitation, condition, mortgage, lien, security interest, adverse claim, encumbrance or restriction of any kind (collectively, "Encumbrances"). Pursuant to this Agreement and the Ancillary Agreements, the Buyer will acquire good and valid title to or a valid leasehold interest in all of the Purchased Assets, free and clear of any Encumbrance. The Purchased Assets constitute all of the assets and rights used in or necessary for the conduct of the Sellers' Business as currently conducted. All tangible personal property included in the Purchased Assets is in all material respects in good operating condition and repair, ordinary wear and tear excepted, and is adequate for the uses to which it is being put. This Section 2.4 does not relate to Real Property (as defined below), such items being the subject of Section 2.12.

Section 2.5 Financial Statements.

(a) True and complete copies of (i) the unaudited consolidated balance sheet of the Sellers' Business as at December 31, 2014 and December 31, 2015, and the related consolidated statements of income, retained earnings, stockholders' equity and changes in financial position of the Sellers' Business for the twelve-month period then ended, and (ii) the unaudited consolidated balance sheet of the Sellers' Business as at [November 30, 2016], and the related consolidated statements of income, retained earnings, stockholders' equity and changes in financial position of the Sellers' Business for the eleven-month period then ended, in each case, together with all related notes and schedules thereto (collectively referred to as the "Financial Statements"), have been delivered to the Buyer. Each of the Financial Statements (i) are correct and complete in all material respects and have been prepared in accordance with the books and records of the Sellers pertaining to the Sellers' Business, (ii) have been prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (iii) fairly present, in all material respects, the consolidated financial position, results of operations and cash flows of the Sellers' Business as at the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein and subject, in the case of the Financial Statement as at [November 30, 2016], to normal and recurring year-end adjustments that will not, individually or in the aggregate, be material.

(b) The books of account and financial records of the Sellers pertaining to the Sellers' Business are true and correct and have been prepared and are maintained in accordance

with sound accounting practice. The Sellers have not made any changes in their accounting practices since September 30, 2016.

Section 2.6 Absence of Undisclosed Liabilities. Except as and to the extent adequately accrued or reserved against in the unaudited consolidated balance sheet of the Sellers' Business as at [November 30, 2016] (such balance sheet together with all related notes and schedules thereto, the "Balance Sheet"), the Sellers do not have any liability or obligation of any nature arising out of, relating to or affecting the Sellers' Business, whether accrued, absolute, contingent or otherwise, known or unknown and whether or not required by GAAP to be reflected on a balance sheet of the Sellers' Business, except for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the date of the Balance Sheet that are not, individually or in the aggregate, material to the Sellers' Business.

Section 2.7 Absence of Certain Changes or Events. Since the date of the Balance Sheet: (a) each Seller has conducted such Seller's Business only in the ordinary course consistent with past practice; (b) with the exception of the death of Brian Loncar, no event or development has had or is reasonably likely to have, individually or in the aggregate, a material adverse effect on the Purchased Assets or the business, financial condition, results of operations or prospects of the Sellers' Business; (c) neither any Seller's Business nor the Purchased Assets have suffered any loss, damage, destruction or other casualty affecting any material properties thereof or included therein, whether or not covered by insurance; (d) each Seller has preserved substantially intact the Purchased Assets (with respect to such Seller) and the organization of such Seller's Business, has preserved the goodwill of such Seller's Business' customers, suppliers and employees and, with the exception of the death of Brian Loncar, has kept available to such Seller's Business the services of its current officers, employees and consultants; and (e) each Seller in connection with such Seller's Business has not made any changes in the management of working capital or modified its practices with respect thereto.

Section 2.8 Compliance with Law; Permits. Each Seller is and has been in compliance in all material respects with all Laws applicable to it in connection with the conduct or operation of such Seller's Business and the ownership or use of the Purchased Assets (as applicable to such Seller). Each Seller is in possession of all permits, licenses and other authorizations of any Governmental Authority ("Permits") necessary for it to own, lease and operate the Purchased Assets (as applicable to such Seller) and to carry on such Seller's Business as currently conducted, and is and has been in compliance in all material respects with all such Permits. There is no basis for the revocation or withdrawal of any Permit, either as a consequence of the transactions contemplated hereby or otherwise. All such Permits are transferable to the Buyer pursuant to their terms and applicable Law.

Section 2.9 Litigation. There is no claim, action, suit, proceeding, inquiry, investigation or arbitration by or before any governmental, regulatory, administrative, judicial or arbitral body (an "Action") pending or threatened (a) in connection with any Seller's Business or the Purchased Assets or such Seller's ownership or operation thereof (as applicable to such Seller); (b) to restrain or prevent the consummation of the transactions contemplated hereby; or (c) that might affect the right of the Buyer to own and operate the Sellers' Business or the Purchased Assets, nor is there any basis for any of the foregoing.

Section 2.10 Employee Benefit Plans.

(a) None of the Benefit Plans (as defined below) is a multiemployer plan (as defined in Section 3(37) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), is subject to Title IV of ERISA or Section 412 of the Code, or provides post-employment welfare benefits (except to the extent required by Section 4980B of the Code). All of the Benefit Plans currently comply, and have complied in the past, both as to form and operation, with the terms of such Benefit Plans and with the applicable provisions of ERISA, the Code and other applicable Law. For purposes hereof, the term "Benefit Plans" shall mean, collectively, employment, consulting, severance or termination pay agreements or arrangements covering any current or former consultant, employee, officer or director of any Seller's Business, and no deferred compensation, bonus, incentive compensation, stock option, other equity-based, disability benefit, supplemental unemployment benefit, vacation benefit, retirement benefit, life, health or accident benefit, or post-retirement welfare plans or agreements or any other employee benefit plan, policy, agreement, arrangement or commitment, whether formal or informal, whether written or oral, maintained, entered into or contributed to, or which is required to be maintained, entered into or contributed to, by any Seller or any ERISA Affiliate (as defined below) for the benefit of any current or former consultant, employee, officer or director of such Seller's Business (or any of their dependents), or with respect to which any Seller or any ERISA Affiliate has or may incur any liability, contingent or otherwise, in connection with such Seller's Business. For purposes hereof, the term "ERISA Affiliate" means any entity that is (or at any relevant time was) a member of a "controlled group of corporations" or with or under "common control" with any Seller as defined in Section 414(b) or (c) of the Code or that is otherwise (or at any relevant time was) required to be treated, together with any Seller, as a single employer under Sections 414(m) or (o) of the Code. The Sellers have provided the Buyer with true and complete copies of each Benefit Plan and all amendments thereto, any summary plan descriptions, and the most recent determination letter issued by the U.S. Internal Revenue Service with respect to any Benefit Plan that is intended to be qualified under Section 401(a) of the Code.

(b) Each Benefit Plan that is a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the Code) satisfies the applicable requirements of Sections 409A(a)(2), (3) and (4) of the Code, and the final Treasury Regulations promulgated thereunder, and has been operated since January 1, 2005 in good-faith compliance with Section 409A of the Code and guidance issued thereunder. No current or former consultant, employee, officer, or director of any Seller's Business is entitled to indemnification from any Seller with respect to any excise taxes, including under Section 409A or 4999 of the Code.

Section 2.11 Labor and Employment Matters.

(a) No Seller is a party to any contract or collective bargaining agreement with any labor organization that pertains to any current employees who are actively employed in the Sellers' Business as of the Effective Date or who are reasonably expected to return to work within six months of the Effective Date (each employee, a "Sellers' Business Employee"). No organization or representation question, labor dispute or unfair labor practice or complaint is pending or has been threatened in connection with any Seller's Business in the past five (5) years.

(b) The Sellers are, and during the past five (5) years have been, in compliance in with all applicable Laws respecting employment, including discrimination or harassment in employment, terms and conditions of employment, termination of employment, wages, overtime classification, hours, occupational safety and health, employee whistle-blowing, immigration, employee privacy, employment practices and classification of employees, consultants and independent contractors, in connection with the Sellers' Business. The Sellers are not, and during the past five (5) years have not, engaged in any unfair labor practice, as defined in the National Labor Relations Act or other applicable Laws, in connection with the Sellers' Business. No unfair labor practice or labor charge or complaint is pending or, to the knowledge of any Seller, threatened with respect to the Sellers' Business or any Seller in connection with the Sellers' Business before the National Labor Relations Board, the Equal Employment Opportunity Commission or any other Governmental Authority.

(c) Nothing herein shall be construed as an obligation of the Buyer to continue the employment of any Sellers' Business Employee or otherwise to assume any liability for salary, benefits, pension or other benefit plans relating thereto.

Section 2.12 Real Property. There is no real property or interests in real property included in the Purchased Assets which are owned by the Parent or any Seller. Real property and interests in real property are included in the Purchased Assets which are leased or subleased by any Seller or which any Seller otherwise has a right to use or occupy (the "Real Property"). At least one Seller has good and marketable leasehold title to all Real Property, in each case together with all plants, buildings, improvements and fixtures thereon, free and clear of all Encumbrances. No parcel of Real Property is or is threatened to become subject to any governmental decree or order to be sold or is or is threatened to being condemned, expropriated or otherwise taken by any public authority. True and complete copies of all leases and title documents (including all amendments) in respect of or affecting any Real Property have been delivered to the Buyer.

Section 2.13 Taxes. Each Seller in a timely manner has filed all Tax Returns and other reports required of it under all federal, state, local and foreign Tax laws in connection with such Seller's Business and the Purchased Assets (as applicable to such Seller). All such returns and reports are correct and complete. Each Seller has paid in full all Taxes due or payable with respect to such Seller's Business or the Purchased Assets (as applicable to such Seller), including without limitation all Taxes that such Seller is obligated to withhold from amounts paid or payable to or benefits conferred upon employees, creditors and third parties in connection with such Seller's Business and the Purchased Assets (as applicable to such Seller). No Tax examinations or audits of any Seller in connection with such Seller's Business or the Purchased Assets (as applicable to such Seller) are in progress or have taken place during the past ten (10) years. There are no liens for Taxes upon any of the Purchased Assets or on any Seller's Business. No written claim has been made by any Governmental Authority in any jurisdiction where any of the Sellers do not file Tax Returns that any of the Sellers is or may be subject to Tax by that jurisdiction with respect to such Seller's Business or any of the Purchased Assets (as applicable to such Seller).

Section 2.14 Environmental Matters.

(a) (i) Neither any Seller nor any previous owner, occupant or user of any Real Property nor any other person or entity has engaged in or permitted any operation or activity at or upon, or any use or occupancy of, any Real Property for the purpose of manufacturing, generating, handling, storing, transferring, treating or disposing of, or in any way involving release of, any Hazardous Materials on, under, in or about any Real Property; (ii) no Hazardous Materials have been released on, into, upon or about any Real Property, and to the best knowledge of each Seller, no Hazardous Materials have migrated from or to any adjacent properties; (iii) no Seller has received any notices, requests for information, claims, subpoenas or summons from any person that allege any violation by such Seller's Business of Environmental Law (as defined below) or Environmental Permits (as defined below), whether or not corrected, or any Environmental Liabilities (as defined below) of such Seller's Business; (iv) there are no pending or threatened Actions (as defined below) against the Sellers' Business or any Seller's predecessors in interest and, to the knowledge of each Seller, there exists no basis for any Action, involving the Sellers' Business, the Sellers or the Real Property, related to either any violation or alleged violation of Environmental Law, whether or not corrected, or any Environmental Liabilities; (v) all Real Property and all current and past activities and operations thereon currently comply and at all times in the past have complied with all Environmental Laws; (vi) each Seller in connection with such Seller's Business has obtained all Permits, licenses, registrations and other authorizations required pursuant to Environmental Law ("Environmental Permits"); all such Environmental Permits are in full force and effect; and no Seller has received any notice regarding the revocation, suspension or amendment of any Environmental Permit; and (vii) each Seller has supplied the Buyer with true and complete copies of all notices, reports (including Phase I and Phase II environmental site assessments) and other documents received by such Seller or in such Seller's possession relating to (A) any environmental conditions at any facility or real property ever owned, operated or leased by or on behalf of such Seller's Business or any of its respective predecessors in interest, (B) such Seller's Business' compliance with Environmental Law or Environmental Permits or (C) any Environmental Liability of such Seller's Business or any of its respective predecessors-in-interest.

(b) For the purposes of this Agreement:

(i) "Environmental Liabilities" means all fees (including, but not limited to, attorneys' and consultants' fees), costs and expenses (including, but not limited to, costs of investigation, monitoring and cleanup), fines, penalties, judgments, settlements and liabilities, whether accrued, fixed or contingent, known or unknown, and whether or not included in a schedule to this Agreement, any of which are incurred at any time arising out of, based on or resulting from (A) the presence or Release (as defined below) of Hazardous Materials (as defined below) into the environment, on or prior to the Effective Date, upon, beneath, or from any Real Property or other location (whether or not owned or operated by such Seller at the time such Hazardous Materials were present or released) where such Seller conducted operations or generated, stored, released, sent, transported, or disposed or arranged for the disposal of Hazardous Materials, (B) human exposure to Hazardous Materials or (C) any violation of Environmental Law (as defined below) by such Seller on or prior to the Effective Date;

(ii) "Hazardous Materials" means any substance, material, chemical or waste that is defined, classified or regulated as a "hazardous waste," "hazardous substance," "toxic substance," "pollutant" or "contaminant" under any Environmental Law, including but not limited to gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls, asbestos, lead or urea formaldehyde foam insulation, the presence of which requires reporting, investigation, monitoring, maintenance, removal, abatement, mitigation or Remediation (as defined below) under any Environmental Law or which causes or threatens to cause a nuisance, trespass or other tortious condition or poses a hazard to human health and safety or the environment;

(iii) "Environmental Law" means all Laws (including common law), statutes, regulations, rules, policy, guidance, ordinances, codes, orders, approvals and similar items, of all Governmental Authorities and all judicial and administrative and regulatory writs, injunctions, decrees, judgments and orders relating to (A) occupational health or safety; (B) the protection of human health, natural resources or the environment; (C) the treatment, storage, disposal, handling or Release of Hazardous Materials or Remediation of Releases; or (D) exposure of persons to Hazardous Materials;

(iv) "Remediation" means (A) any remedial action, remedy, response or removal action as those terms are defined in 42 U.S.C. § 9601, (B) any corrective action as that term has been construed pursuant to 42 U.S.C. § 6924, and (C) any measures or actions required or undertaken to investigate, assess, evaluate, monitor, or otherwise delineate the presence or Release of any Hazardous Material in or into the environment or to prevent, clean up or minimize a Release or threatened release of Hazardous Materials; and

(v) "Release" means any spilling, leaking, pumping, emitting, emptying, pouring, discharging, depositing, injecting, escaping, leaching, migrating, dumping, or disposing (including the abandonment or discarding of barrels, containers or other receptacles containing Hazardous Materials) into the environment.

Section 2.15 Material Contracts. Each agreement, arrangement or understanding, whether written or oral, relating to the Sellers' Business or the Purchased Assets that is material to the Sellers' Business (each, a "Material Contract") is valid, binding and enforceable, and is in full force and effect. No party thereto is in default (with or without notice or lapse of time or both). The Sellers have delivered to the Buyer true and complete copies of all Material Contracts, including any amendments thereto.

Section 2.16 Intellectual Property. All (a) registered trademarks, patents and registered copyrights and any pending applications therefor and (b) domain names included in the Purchased Assets (collectively, "Registered IP") are subsisting, valid and enforceable. At least one Seller exclusively owns, free and clear of any and all Encumbrances, all Registered IP and all other intellectual property related to, used or held for use in connection with the Sellers' Business other than intellectual property that is licensed to any Seller by a third party licensor pursuant to a written license agreement that remains in effect (all such intellectual property, including all intellectual property so licensed to the Sellers, the "Business Intellectual Property"). Each Seller has taken all reasonable steps to protect its rights in the Business Intellectual Property, including all trade secrets. The conduct by the Sellers of the Sellers' Business has not

infringed upon, misappropriated or otherwise violated any intellectual property of any third party, and no Seller has received any notice or claim with respect to any such infringement, misappropriation or violation, nor is there any basis for any allegation thereof. To each Seller's knowledge, no third party is misappropriating, infringing or violating any Business Intellectual Property. No Seller has granted any exclusive license with respect to any material Business Intellectual Property. No loss or expiration of any of the material Business Intellectual Property is pending or reasonably foreseeable.

Section 2.17 Receivables. All accounts receivable, loans receivable and advances reflected on the Balance Sheet and all receivables arising from or related to the Sellers' Business that have arisen after the date of the Balance Sheet or will arise after the Effective Date have or shall have arisen only from bona fide transactions in the ordinary course of business. The Parent and the Sellers have no knowledge of any facts or circumstances that would result in any material increase in the uncollectability of any such receivables in excess of the reserves therefor set forth on the Balance Sheet.

Section 2.18 Personnel. Since the date of the Balance Sheet, there has been no material change in the rate of total compensation for services rendered, including without limitation bonuses, benefits and deferred compensation, for any of the Sellers' Business Employees, and the bonuses and deferred compensation established for the nine months ending September 30, 2016 were consistent with the past practice of the Sellers for officers, directors and employees in similar situations.

Section 2.19 Insurance. All casualty, directors and officers liability, general liability, product liability, malpractice and all other types of insurance maintained with respect to the Sellers' Business and the Purchased Assets are in full force and effect and no notice of cancellation, termination or reduction of coverage has been received with respect to any such policy. All material insurable risks in respect of the Sellers' Business and the Purchased Assets are covered by such insurance policies and the types and amounts of coverage provided therein are usual and customary in the context of the Sellers' Business and the Purchased Assets.

Section 2.20 Brokers. No broker, finder or agent will have any claim against the Buyer for any fees or commissions in connection with the transactions contemplated by this Agreement based on arrangements made by or on behalf of the Parent or any Seller.

Section 2.21 Disclosure. None of the representations or warranties of the Parent or any Seller contained in this Agreement or any Ancillary Agreement or any related schedule, certificate or other document contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to the Parent as follows:

Section 3.1 Organization. The Buyer is a professional limited liability company duly formed, validly existing and in good standing under the laws of Texas.

Section 3.2 Authority. The Buyer has full limited liability company power and authority to execute, deliver and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party. The execution and performance by the Buyer of this Agreement and each of the Ancillary Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary limited liability company action on the part of the Buyer. This Agreement and each of the Ancillary Agreements to which the Buyer is a party have been duly executed and delivered by the Buyer, and are legal, valid, binding and enforceable upon and against the Buyer.

Section 3.3 Required Filings and Consents. The execution, delivery and performance by the Buyer of this Agreement and each of the Ancillary Agreements to which the Buyer is a party and the consummation by the Buyer of the transactions contemplated hereby and thereby do not and will not require any consent or approval of, registration or filing with, or notice to any Governmental Authority.

Section 3.4 Employee Matters. As of the Effective Date, the Buyer does not intend to take any action that would give rise to any Losses (as defined below) by the Parent or the Sellers under the WARN Act.

Section 3.5 Brokers. No broker, finder or agent will have any claim against the Parent or any Seller for any fees or commissions in connection with the transactions contemplated by this Agreement based on arrangements made by or on behalf of the Buyer.

ARTICLE IV
COVENANTS

Section 4.1 Confidentiality. The Parent and the Sellers shall, and shall cause their respective Affiliates and Representatives (as defined below) to, keep confidential, disclose only to their Affiliates or Representatives and use only in connection with the transactions contemplated by this Agreement (a) all information and data obtained by them from the Buyer or its Affiliates or Representatives relating to the Buyer or its Affiliates or the transactions contemplated hereby, (b) all information and data with respect to the Sellers' Business (other than information or data that is or becomes available to the public other than as a result of a breach of this Section 4.1) and (c) the terms and existence of this Agreement and the transactions contemplated hereby, unless disclosure of such information or data is required by applicable Law. For the purposes of this Agreement, "Representatives" means, with respect to any person, the legal and financial advisors of such person, provided that for the avoidance of doubt, the term "Representatives" shall not include any current or former employee of any Seller or Parent.

Section 4.2 Further Assurances. From time to time after the Effective Date, the Parent and the Sellers shall execute and deliver to the Buyer such instruments of sale, transfer, conveyance, assignment, consent, assurance, power of attorney, and other such instruments as may be reasonably requested by the Buyer in order to vest in the Buyer all right, title, and interest in and to the Purchased Assets and the Sellers' Business (including, but not limited to, in order to vest in the Buyer all right, title, and interest in and to the Purchased Assets and the Sellers' Business in a Tax-efficient manner) and to effectuate the transactions contemplated hereby. The Buyer and the Sellers shall provide such assistance as may reasonably be requested

by any party in connection with the transition of the Sellers' Business and the preparation of any Tax Return, an audit or examination of any such Tax Return by any taxing authority or any judicial or administrative proceeding relating to liability for Taxes and shall each retain and provide the other with any records or other information which may be relevant to such a Tax Return, audit, examination or proceeding.

Section 4.3 Books and Records. For so long as there are outstanding Earnout Payments, the Buyer shall maintain separate financial books and records for the Sellers' Business sufficient to permit an audit thereof in accordance with GAAP.

Section 4.4 Employee Matters.

(a) Except as specifically provided herein, (i) the Buyer shall not adopt, become a sponsoring employer of, or have any obligations with respect to any Benefit Plans and the Sellers shall be solely responsible for any and all liabilities and obligations that have been incurred or may be incurred under or in connection with any Benefit Plan, and (ii) the Sellers shall be solely responsible for any and all liabilities arising out of the Sellers' employment or termination of the Sellers' Business Employees on or before the Effective Date, whether such liabilities arise before, on or after the Effective Date.

(b) With respect to all group health plans, the Sellers shall retain full responsibility and liability for compliance with the continuation health care coverage requirements of Section 4980B of the Code and Part 6 of Title I of ERISA (the "Continuation Coverage Requirements") for all Qualifying Events within the meaning of §4980B(f)(3) of the Code and §603 of ERISA affecting any current or former employee of the Sellers and any qualifying beneficiary of such employee or former employee which Qualifying Events occur on or prior to the Effective Date. The Parent shall hold the Buyer and its Affiliates harmless from and fully indemnify them against any costs, expenses, losses, damages and liabilities incurred or suffered by them directly or indirectly, including, but not limited to, reasonable attorneys' fees and expenses, which relate to continuation coverage and arise as a result of any action or omission by the Parent or the Sellers or because the Buyer is deemed to be a successor employer to the Sellers.

(c) For as long as any Earnout Payment remains outstanding hereunder (or until the option described in Section 1.7(c) hereof is exercised by the Buyer and payment with respect to the exercise of such option is paid in full), the annual salary for Clay Jenkins shall not exceed eight hundred thousand dollars ($800,000).

Section 4.5 Use of Certain Names. Within ten (10) days following the Effective Date, the Parent and the Sellers shall cease using the words "Brian Loncar", "Loncar & Associates", "Car Wreck Masters" and "Massive Torts Masters" in connection with any practice of law and "Cyan" or "Cyan Films" in connection with any business of multimedia and video production and any trademark confusingly similar thereto or constituting an abbreviation thereof, and any logos associated therewith (the "Acquired Marks"), including disposing of any unused stationery and literature of the Parent or any Seller bearing the Acquired Marks, and thereafter, the Parent and the Sellers shall not, and shall cause their Affiliates not to, use the Acquired Marks or any logos, trademarks or trade names belonging to the Buyer or any Affiliate thereof, and the Parent

and the Sellers acknowledge that none of them or their Affiliates have any rights whatsoever to use such Acquired Marks. Without limiting the foregoing, the Parent and the Sellers shall change their name to a name that does not contain any of the Acquired Marks.

Section 4.6 Appraised Value. Within ten (10) days following the Effective Date, the Parent shall enter into a customary engagement letter with the BVA Group or another third-party independent valuation firm mutually agreeable to the Parent and the Buyer (the "Appraiser") to determine the value of the Sellers' Business as a going concern, which determination shall be binding and conclusive on the parties. The Parent shall use its commercially reasonable efforts to cause the Appraiser to determine (a) the fair market value of the Sellers' Business as a going concern (such fair market value as determined by the Appraiser, the "Appraised Value"), and (b) the future value of the aggregate Earnout Payments hereunder, assuming (i) that aggregate Earnout Payments in an amount equal to the Appraised Value are paid in equal installments on each Earnout Payment Date, (ii) an interest rate of two percent (2%), compounded quarterly and (iii) that in calculating such future value, such interest rate is only applied to the unpaid Earnout Payments throughout the valuation period (such future value, the "TVM Appraised Value"). The Appraiser shall perform such calculations as promptly as practicable, and in any event within thirty (30) days following the engagement thereof.

Section 4.7 FIRPTA Deliverable. Within ten (10) days following the Effective Date, each of the Sellers (or, in the case of any Seller that is a disregarded entity for U.S. federal income tax purposes, such Seller's regarded owner) will provide the Buyer with a certificate certifying that such Seller (or its regarded owner), both on the Effective Date and on the date that such certificate is delivered, is not a foreign person, which certificate complies with the requirements of Section 1445 of the Code and with Section 1.1445-2(b) of the Treasury Regulations promulgated under the Code.

ARTICLE V
INDEMNIFICATION

Section 5.1 Survival of Representations and Warranties. The representations and warranties contained in this Agreement and any schedule, certificate or other document delivered pursuant hereto or in connection with the transactions contemplated hereby shall be continuing and survive the Effective Date.

Section 5.2 Indemnification by the Parent. The Parent shall save, defend, indemnify and hold harmless the Buyer and its Affiliates and the respective Representatives, successors and assigns of each of the foregoing from and against any and all losses, damages, liabilities, deficiencies, claims, diminution of value, interest, awards, judgments, penalties, costs and expenses (including attorneys' fees, costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (collectively, "Losses"), asserted against, incurred, sustained or suffered by any of the foregoing as a result of, arising out of or relating to:

(a) any breach of any representation or warranty made by the Parent or any Seller contained in this Agreement or any Ancillary Agreement or any schedule, certificate or other document delivered pursuant hereto or thereto or in connection with the transactions contemplated hereby or thereby;

(b) any breach of any covenant or agreement by the Parent or any Seller contained in this Agreement or any Ancillary Agreement;

(c) any of the Excluded Liabilities;

(d) (i) any and all Taxes (including any interest, additions and penalties with respect thereto) (A) imposed on the Buyer in connection with the Sellers' Business or any of the Purchased Assets, or for which the Buyer is liable in connection with the Sellers' Business or any of the Purchased Assets, in either case with respect to any period (or portion thereof) ending on or before the Effective Date, or (B) that are imposed on the transactions pursuant to this Agreement and (ii) any costs or expenses with respect to Tax indemnification arising hereunder; and

(e) any Seller's failure to comply with the terms and conditions of any bulk sales or bulk transfer or similar laws of any jurisdiction that may be applicable to the sale or transfer of any or all of the Purchased Assets to the Buyer.

Section 5.3 Indemnification by the Buyer. The Buyer shall save, defend, indemnify and hold harmless the Parent and its Affiliates and the respective Representatives, successors and assigns of each of the foregoing from and against any and all Losses asserted against, incurred, sustained or suffered by any of the foregoing as a result of, arising out of or relating to:

(a) any breach of any representation or warranty made by the Buyer contained in this Agreement or any Ancillary Agreement or any schedule, certificate or other document delivered pursuant hereto or thereto or in connection with the transactions contemplated hereby or thereby;

(b) any of the Assumed Liabilities; and

(c) any breach of any covenant or agreement by the Buyer contained in this Agreement or any Ancillary Agreement.

Section 5.4 Procedures. Subject to the Buyer's rights in Section 5.6, payment of amounts due under this indemnity shall be made promptly upon demand by the indemnified party as and when incurred by wire transfer of immediately available funds to an account designated in writing by the indemnified party to the indemnifying party.

Section 5.5 Remedies Not Affected by Investigation, Disclosure or Knowledge. The Buyer hereby expressly reserves the right to seek indemnity or other remedy for any Losses arising out of or relating to any breach of any representation, warranty or covenant contained herein, notwithstanding any investigation by, disclosure to, knowledge or imputed knowledge of the Buyer or any of its Representatives in respect of any fact or circumstances that reveals the occurrence of any such breach, whether before or after the Effective Date. In furtherance of the foregoing, the Parent and the Sellers agree that the Buyer's knowledge or lack of reliance shall not be a defense in law or equity to any claim of breach of representation, warranty or covenant by the Parent or any Seller herein, neither the Parent nor any Seller shall in any proceeding concerning a breach or alleged breach of any representation, warranty or covenant herein, or any indemnity thereof, seek information concerning knowledge or reliance of the Buyer or any of its

Representatives, through deposition, discovery or otherwise or seek to introduce evidence or argument in any proceeding regarding the knowledge or lack of reliance of the Buyer or any of its Representatives prior to the Effective Date on or with respect to any such representations, warranties or covenants.

Section 5.6 Right to Offset. If at any time the Parent or the Sellers shall become liable for any Losses under this Article V or otherwise, then the Buyer may, but is not obligated to, elect to offset all or a portion of such Losses from and against any amounts owed to the Parent pursuant to Section 1.7(a). If the Buyer so elects to offset such Losses against amounts owed to the Parent in respect of the Earnout Payments, then the Buyer shall deliver to the Parent a notice stating such Buyer's election to offset all or a portion of the Losses. Any amounts so offset shall be deemed paid to the Parent for purposes of calculating the Earnout Cap.

ARTICLE VI
GENERAL PROVISIONS

Section 6.1 Fees and Expenses. Except as otherwise provided herein, all fees and expenses incurred in connection with or related to this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby shall be paid by the party incurring such fees or expenses, whether or not such transactions are consummated; provided, that no such fees and expenses payable by the Parent and the Sellers shall be paid from any assets otherwise transferable to the Buyer pursuant hereto; provided further, that all real estate or personal property Taxes, assessments, charges, expenses, utility costs and related items that are attributable to any period of time prior to the Effective Date and remain unpaid on the Effective Date shall be credited against (and shall reduce) the Purchase Price. In addition, the Parent and the Sellers shall pay (a) all title insurance premiums, (b) all transfer or recording taxes and (c) all recording or filing fees related to the transfer of the Real Property. For purposes of determining the real or personal property Taxes that are attributable to a period of time prior to the Effective Date, any such Taxes that are attributable to a taxable period that ends after the Effective Date but includes the Effective Date (such a period, a "Straddle Period") shall be equal to such Taxes for the portion of the Straddle Period ending on the Effective Date. Such portion shall be equal to the amount of such Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days during the Straddle Period that are in the portion of the Straddle Period ending on the Effective Date and the denominator of which is the total number of days in the Straddle Period.

Section 6.2 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 6.3 Waiver. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof. Any such waiver by a party shall be valid only if set forth in writing by such party.

Section 6.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given if delivered personally or sent by facsimile, email,

overnight courier or registered or certified mail, postage prepaid, to the address set forth below, or to such other address as may be designated in writing by such party:

if to the Buyer, to:

Clay Lewis Jenkins, P.L.L.C.
516 W. Main Street
Waxahachie, Texas 75165
Fax: [_____]
Email: [_____]
Attention: Clay Jenkins, President

if to the Parent or any of the Sellers, to:

[_____]
[_____]
Fax: [_____]
Email: [_____]
Attention: Phil Loncar, Trustee of the Brian C. Loncar Living Trust

Section 6.5 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements and understandings and all prior and contemporaneous oral agreements, arrangements and understandings between the parties with respect to the subject matter of this Agreement. No party to this Agreement shall have any legal obligation to enter into the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.

Section 6.6 Third-Party Beneficiaries. Except as provided in Article V, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and permitted assigns any right of any nature.

Section 6.7 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Texas.

Section 6.8 Resolution of Disputes. In the event of a dispute arising under this Agreement or any Ancillary Agreement, the parties to such dispute (the "Disputing Parties") shall attempt to resolve any dispute through direct negotiation with each other. If any such dispute is not resolved within twenty (20) days after a demand for direct negotiation, any Disputing Party may then seek relief by initiating arbitration, which shall be binding pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). The following rules shall apply to such arbitration: (a) any Disputing Party shall have the right to have counsel represent it at the arbitration hearing and in pre-arbitration proceedings; (b) each Disputing Party shall be permitted to conduct discovery in accordance with the Federal Rules of Civil Procedure; (c) the arbitrator(s) shall have the authority to resolve any discovery disputes

and to invoke an action to cease further discovery; (d) each Disputing Party to any arbitration proceeding shall have the right to have a written transcript made of the arbitration proceedings; and (e) each Disputing Party shall have the right to file post-arbitration briefs, which shall be considered by the arbitrator(s). The place of arbitration shall be Dallas, Texas. Arbitration may be commenced at any time by any Disputing Party upon notice to the other. A single arbitrator (or a panel of three arbitrators if the aggregate amount in dispute exceeds $250,000 and any Disputing Party elects to have such dispute resolved by such panel) shall be selected by the joint agreement of the Disputing Parties, but if they do not so agree within twenty (20) days after the date of the notice referred to above, the selection of the arbitrator(s) shall be made pursuant to the rules from the panels of the arbitrators maintained by the AAA. The arbitrator(s) shall use best efforts to render a decision within one hundred twenty (120) days of appointment. Any award rendered by the arbitrator(s) shall be conclusive and binding upon the Disputing Parties; provided, however, that any such award shall be accompanied by a written opinion of the arbitrator(s) giving the reasons for the award. This provision for arbitration shall be specifically enforceable by the Disputing Parties and the decision of the arbitrator(s) in accordance herewith shall be final and binding and there shall be no right of appeal therefrom. Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The costs and expenses of arbitration including attorneys' fees and expenses of the arbitrator(s) shall be apportioned between the Disputing Parties as the arbitrator(s) may assess. The Disputing Parties and the arbitrator will keep confidential, and will not disclose to any person, except the Disputing Parties' Representatives that are directly involved in the applicable arbitration, or as may be required by Law, the existence of any controversy under this Section 6.8, the referral of any such controversy to arbitration or the status or resolution thereof.

Section 6.9 Assignment; Successors. This Agreement may not be assigned by any party without the prior written consent of the other parties, except that the Buyer may assign this Agreement to any of its Affiliates. Subject to the preceding sentence, this Agreement will be binding upon the parties and their respective successors and assigns.

Section 6.10 Severability. If any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 6.11 Counterparts. This Agreement may be executed in counterparts (including facsimile and electronic transmission counterparts), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CLAY LEWIS JENKINS, P.L.L.C.

By:_____
Name: Clay Jenkins
Title: President

[Signatures continue on following page]

BRIAN LONCAR, P.C.

By: BRIAN U. LONCAR LIVING TRUST,
the sole stockholder

By: _____
Name: Phil Loncar
Title: Trustee

BRIAN U. LONCAR LIVING TRUST

By: _____
Name: Phil Loncar
Title: Trustee

CAR WRECK MASTERS, PLLC

By: BRIAN LONCAR, P.C.,
the sole member

By: BRIAN U. LONCAR LIVING TRUST,
the sole stockholder

By: _____
Name: Phil Loncar
Title: Trustee

[Signatures continue on following page]

CYAN FILMS, LLC

By: BRIAN LONCAR, P.C.,
the sole member

By: BRIAN U. LONCAR LIVING TRUST,
the sole stockholder

By: _____
Name: Phil Loncar
Title: Trustee

MASSIVE TORTS MASTERS, PLLC

By: BRIAN LONCAR, P.C.,
the sole member

By: BRIAN U. LONCAR LIVING TRUST,
the sole stockholder

By: _____
Name: Phil Loncar
Title: Trustee

Schedule 1.1

(a) all assets recorded or reflected on the Balance Sheet (including assets to which no value was attributed);

(b) all assets acquired by the Seller since the date of the Balance Sheet which, had they been held by the Seller on such date, would have been recorded or reflected on the Balance Sheet (including assets to which no value would have been attributed);

(c) all assets that would be recorded or reflected on a balance sheet of the Sellers' Business as of the Effective Date prepared in accordance with GAAP;

(d) all receivables (including accounts receivable, loans receivable and advances) arising from or related to the Business);

(e) all contracts arising from or related to the Sellers' Business or the Purchased Assets to which any Seller is a party, under which any Seller may have any rights or by which any Seller, the Sellers' Business or any of the Purchased Assets may be bound;

(f) all Registered Intellectual Property and Business Intellectual Property;

(g) all rights in respect of all Real Property;

(h) all machinery, equipment, furniture, furnishings, rolling stock, tools, office supplies, vehicles, computer hardware and other tangible personal property owned or leased by any Seller and related to, used or held for use in connection with the Sellers' Business;

(i) all inventory, including raw and packing materials, work-in-progress, finished goods, supplies, parts and similar items related to, used or held for use in connection with the Sellers' Business;

(j) all books, records, ledgers and files or other similar information of the Sellers (in any form or medium, including, without limitation, all information in electronic form and whether stored on discs, tapes, drives, servers or other, and including e-mail communications) related to, used or held for use in connection with the Sellers' Business, including all employee personnel files, client lists, vendor lists, correspondence, mailing lists, revenue records, invoices, advertising materials, brochures, records of operation, standard forms of documents, manuals of operations or business procedures, photographs, blueprints, research files and materials, data books, intellectual property disclosures and information, media materials and plates, accounting records and litigation files (but excluding the organization documents, minute and stock record books and corporate seal of the Sellers);

(k) all engagement letters with clients of the Sellers' Business;

(l) all Permits;

(m) [all credits, cash reserves, prepaid expenses, advance payments, security deposits, escrows and other prepaid items of the Sellers arising from or related to the Sellers' Business];[2]

(n) all claims, causes of action, rights of recovery and rights of set-off against any person arising from or related to the Sellers' Business or the Purchased Assets, including: (i) all rights under any contract to which a Seller is a party, including all rights to receive payment for products sold and services rendered thereunder, to receive goods and services thereunder, to assert claims and to take other rightful actions in respect of breaches, defaults and other violations thereof; (ii) all rights under or in respect of any Seller's intellectual property, including all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, violation, unlawful imitation or breach thereof, and all rights of priority and protection of interests therein under the laws of any jurisdiction; and (iii) all rights under all guarantees, warranties, indemnities and insurance policies arising from or related to the Sellers' Business or the Purchased Assets;

(o) [_____];[3] and

(p) the goodwill and going concern value and other intangible assets, if any, arising from or related to the Sellers' Business.

---

[2] Note to Draft: To confirm usual course has been followed since Brian Loncar's death. For example, advertising buys are normally paid sixty days in advance. The Buyer would like to confirm that the Sellers have been making such payments rather than deferring payment until after the Effective Date.

[3] Note to Draft: Benefit Plans to be assumed (and related assets) to be determined pending diligence.

Schedule 1.3

(a) [_____][4].

[4] Note to Draft: Benefit Plans to be assumed (and related liabilities) to be determined pending diligence.

Schedule 1.5

(a) Bill of Sale, dated as of the Effective Date, by and among the Sellers and the Buyer; and

(b) Assumption and Assumption Agreement, dated as of the Effective Date, by and among the Sellers and the Buyer.

Schedule 1.7

Revenues

minus Flow Through Revenue
Client Costs
Client Settlements

equals Gross Profit

minus General and Administrative Expenses
Accounting
Advertising
Automobile
Bank Service Charges
Computer Expense
Consultant Expenses
Contract Labor
Charitable Contributions
Depreciation Expense
Dues and Subscriptions (professional associations)
Employee Benefits- Health and Dental
Insurance- General
Insurance- Officer Life Insurance
Interest
Internet Expense
Leases- Auto
Leases- Equipment
Leases- Plane
Legal
Mass Tort Projects
Meals and Entertainment
Moving Expense
Office Supplies
Payroll Services
Political Contributions
Postage and Delivery
Printing and Reproduction
Rent
Repairs and Maintenance
Retirement Account Contributions

Salaries and Wages[1]
Security
Taxes (including payroll, state income and franchise)
Telephone/Internet/Data
Travel
Utilities

plus Other Income Items not included above

minus Other Expense Items not included above

equals Book Net Income

minus Federal Income Tax payable with respect to the Book Net Income, regardless of whether paid by Buyer or by the owners of Buyer on a pass-through basis, and calculated as the product of such Book Net Income for the applicable year multiplied by the highest marginal federal income tax rate applicable to individuals for such applicable year

equals Distributable Net Income

[1] For purposes of the calculation of the Distributable Net Income for any Earnout Period, the Salaries and Wages for Clay Jenkins for such Earnout Period shall be deemed to be no less than the amount equal to (i) the aggregate Salaries and Wages for Brian Loncar for the fiscal year ended December 31, 2016 divided by (ii) four (4), the intention being that Distributable Net Income shall not be reduced by virtue of Clay Jenkins being paid a lower salary by the Buyer following the Effective Date than Bryan Loncar was paid during fiscal year 2016.

EXHIBIT C

William D. Cobb, Jr
214-220-5201

214-220-5251/direct fax
wcobb@cobbmartinez.com

December 13, 2016

Phil Loncar, Trustee of a Loncar Trust
c/o Clay Jenkins
Clay Jenkins & Associates
516 W. Main Street
Waxahachie, Texas 75165

Re: *Loncar & Associates, P.C. – Law practice continuation, practice succession and legal ethics matter*

Dear Mr. Loncar and Judge Jenkins:

The purpose of this letter is to confirm our understanding of the representation that Cobb Martinez Woodward PLLC (the "Firm") has agreed to undertake to advise you on legal ethics issues and State Bar of Texas requirements pertaining to the operation, continuation, or transfer of the Loncar & Associates, P.C law firm, by you as Trustee of a trust now holding the deceased Brian Loncar's ownership interest in the Loncar & Associates, P.C. law firm, and to set forth the scope and the terms of our engagement.

Please review this letter carefully. It if meets with your approval and reflects your understanding of our respective responsibilities, please sign the letter and return it to us.

1. The Client

Our client is Phil Loncar, as Trustee of a testamentary trust now holding Brian Loncar's ownership shares of the Loncar & Associates, P.C. law firm. We have not yet been provided with the exact name of the Trust.

2. Scope of Engagement

The scope of our engagement will be to provide advice on legal ethics issues arising from your ownership of the Loncar firm as trustee, and the potential temporary operation and eventual sale of the firm.

We are not probate attorneys, and we understand you have retained Kelly, Hart & Hallman and Clay Jenkins & Associates to assist you with other probate, estate and trust issues.

In general, our services may include research and analysis of legal and ethics issues, analysis of applicable law, and written and oral communications with you and your other lawyers on these issues.

We understand that you will provide us with such factual information and documents as we require to perform the services, will make decisions and determinations as are necessary or appropriate to facilitate the rendering of our services, will be available to assist us in the progress of our representation, and will remit payment of our invoices in accordance with the terms set forth below.

You may from time to time wish us to perform additional or other services not included within the scope of engagement identified above. You understand that, when and if you request additional services, we will need to determine that there are no conflicts presented by that additional representation and that we may need to enter into a separate engagement letter with you. If we undertake representation of you for additional or other services and do not ask you to enter into a new engagement letter, then this fee agreement will apply to those services.

3. Basis for Fees and Costs.

Cobb Martinez Woodward PLLC has established an hourly rate for each attorney, paralegal, and law clerk in the Firm. These hourly rates are based on a variety of factors including the experience and expertise of each individual, and the nature of the legal matter.

At present, my hourly rate for this representation is $495.00. Other lawyers in the Firm who may render services on this matter have hourly rates ranging from $225.00 to $395.00 per hour. Our paralegals' time is charged at $110 per hour. Our time is recorded and charged in a minimum increment of .1 hour.

The Firm does not charge clients for routine copies made in-house, for telephone charges (local or long distance), or for facsimile charges. Routine postage is not passed on to clients and is instead absorbed as part of our hourly rates. We will pass along postage charges to our clients when we make large mailings. Large copy jobs typically will be provided by reputable, reasonably priced vendors. In those cases, the Firm will pass along the exact charge invoiced by the vendor. On some projects, we may also arrange for vendor invoices to be sent directly to you so that you may make payment directly to the vendor. Of course, the Firm passes on to the client outside charges by other third-party vendors, such as court reporters, at the same charge invoiced to the Firm.

4. Progress and Reporting

We will report regularly on the status of the matter, and on significant developments as they occur. It is also our practice to provide copies to you of significant documents, and to inform you of significant communications in the matter.

We ask that you remain in close contact with us and that you be available to consult with us as developments occur and to instruct and give us authority as necessary. If you have any questions or concerns about the matter, we ask that you raise them with us immediately so that they can be promptly and effectively addressed and resolved.

5. Communications

We communicate from time to time with our clients using telefax, cell telephones, texts and e-mail. As you are no doubt aware, these forms of communication are not entirely secure against unauthorized access. These forms of communication do not absolutely ensure the confidentiality of their contents and there is, therefore, some risk of inadvertent disclosure or loss of attorney-client privilege in using these forms of communication. If you object to our using any one or more of these forms of communication, please let us know immediately and we will attempt to honor that request.

The Firm does not encourage substantive or important communications with our clients by text message. The Firm does not have the ability to maintain text messages sent to or received from clients, or their contents, or to maintain text messages on our servers or otherwise as part of the client file. Thus, text messages are not retained as part of a client's file materials under our Document Retention Policy.

6. Staffing

I will be the attorney at our Firm primarily responsible for this matter. I will be assisted by another member of the Firm, Carrie Phaneuf. Where it is to your advantage to do so, we may utilize the services of other lawyers, paralegals, and law clerks in the Firm. We will attempt, wherever possible, to make work assignments in a way that maximizes legal effectiveness and time efficiency. Our goal is to provide you cost effective, high quality legal services.

7. Retainer

It is the Firm's policy to request a retainer from new clients when they do not have insurance coverage providing payment for the representation. We request that you return this agreement with a retainer of **$5,000** made payable to Cobb Martinez Woodward PLLC IOLTA Trust Account. You may also provide this retainer by credit card by supplying us with your credit card information.

The retainer will be deposited to and held in our Firm IOLTA Trust Account. Fees and expenses invoiced to you may be deducted by the Firm from the retainer, applied to the invoice and paid to the Firm. When the retainer is reduced, we require that you replenish the retainer to bring the balance back to $5,000. Any amounts left over from the retainer at the conclusion of the representation will be refunded back to you. Should we anticipate the representation will necessitate incurred charges of more than $5,000 in a given month, we reserve the right to increase the required retainer commensurately.

8. Billing Procedures

We review our billing rates from time to time, generally as of January 1st of each year. Any rate adjustments will be reflected in your invoice. The specific basis on which fees, costs and expenses are computed, our practice in sending invoices, how we handle past due accounts, and the like, are set forth in greater detail in the enclosed sheet entitled "Information for Clients" which we incorporate in this letter.

In addition to fees for legal services, we also pass along to you the charges for out-of-pocket costs incurred on your behalf, including charges incurred for travel related to the engagement, litigation support services, including couriers, court reporters, process servers, investigators, and the like.

Statements will be rendered to you on a monthly basis. We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. However, some of the disbursements are not available to us until the following months, in which case a supplemental statement will be rendered to you for these additional charges.

Statements are due and payable on receipt, but in any event no later than thirty (30) days after they are rendered to you. As our statements reflect time expended anywhere from 15 to 45 days prior to the statement date, we would appreciate receiving payment for our services upon presentation.

You undertake and agree to pay the Firm's invoices for fees and expenses.

With the understanding that we all look forward to the representation, if for some reason statements should not be paid timely, we reserve the right to withdraw from the representation in the manner permitted by the Texas Rules of Professional Conduct.

9. Record Retention

At the conclusion of this matter, the Firm will return to you any valuable property you have entrusted to us, the Firm may dispose of any and all superfluous documents consistent with maintaining the confidentiality of the contents of those documents, and the Firm will store the

entire balance of the file, at the Firm's expense, for at least five (5) years. After the five (5) year retention period, unless you make other arrangements and pick up the file, the file may be disposed of in the regular course of business, at the Firm's expense, consistent with maintaining the confidentiality of its contents.

We look forward to representing you and thank you for looking to us. If you have any questions concerning the contents of this letter, or any matter relating to our legal representation, please do not hesitate to call me directly.

COBB MARTINEZ WOODWARD PLLC

B.U Cobb

By: _____
William D. Cobb, Jr.

APPROVED AND AGREED THIS 14 DAY OF DECEMBER, 2016.

By: Phil E Loncar [signature]

PHIL E. LONCAR [printed name]

EXHIBIT D

Susette Geissler

From: Clay Jenkins <clay@clayjenkins.com>
Sent: Tuesday, December 13, 2016 9:17 PM
To: Bill Cobb
Cc: Stephen Daniel; Carrie Phaneuf; Susette Geissler
Subject: Re: Loncar matter - Cobb Martinez Woodward engagement letter

Looks great. We will get w Phil tomorrow.

Clay Jenkins

On Dec 13, 2016, at 7:15 PM, Bill Cobb <wcobb@cobbmartinez.com> wrote:

> Judge Jenkins and Mr. Daniel:
>
> Attached is our proposed engagement agreement with Phil Loncar, Trustee. Please review it, and if satisfactory to Mr. Loncar, please have it signed and returned for our files.
>
> I received Stephen's email this evening setting out some initial questions, and we are already assessing those.
>
> Thank you for your call this afternoon. We look forward to working with you.
>
> <image001.jpg>
>
> <image002.jpg>
> **William D. Cobb, Jr.**
> Cobb Martinez Woodward PLLC
> 1700 Pacific Avenue, Suite 3100
> Dallas, Texas 75201
> (214) 220-5201 direct
> (214) 220-5251 fax
> wcobb@cobbmartinez.com
> www.cobbmartinez.com
>
> <CMW-#161438-v1-Loncar_-_Representation_Letter.pdf>

EXHIBIT E

(F)

Loncar

Bill Cobb

From: Stephen Daniel <stephen@clayjenkins.com>
Sent: Tuesday, December 13, 2016 4:57 PM
To: Bill Cobb
Cc: Clay Jenkins
Subject: Estate of Brian Loncar

Dear Bill:

Thank you for assisting with the Estate of Brian Loncar pertaining to the issues with practice succession and ethics. Clay asked that I send the following email to you.

As you know, Loncar & Associates was put into a trust with Phil Loncar, Brian's father, as the non-lawyer trustee. At your earliest opportunity, please provide assistance with the following issues:

(1)
What are the rights of a non-lawyer trustee in continuing the practice of Loncar & Associates? Further, and more specifically, what are the requirements for a non-lawyer trustee to continue to advertise for Loncar & Associates?

(2)
May Loncar & Assocates sign up new cases while being owned by a non-lawyer trustee?

(3)
What are the options available to the non-lawyer trustee for the sale or continuation of Loncar & Associates?

We certainly appreciate your assistance and time is of the essence in obtaining answers to these questions.

You may find the following rules/statutes are important: Texas Lawyer Ethics Rule 5.04 and Texas Business Organizations Code Title 7 which includes chapters 301 to chapter 304.

We look forward to hearing from you soon.

Stephen L. Daniel
Attorney
Clay Jenkins & Associates
516 W. Main Street
Waxahachie, Texas 75165
Telephone: (972) 938-1234
Facsimile: (972) 938-7676
Email: stephen@clayjenkins.com
Web: www.clayjenkins.com