

Legal Services Retainer Agreement

1. PARTIES TO THIS AGREEMENT. This Agreement is entered into by and between Dewey, Cheatum & Howe, a Professional Corporation, (hereinafter "Attorney") and Steele Dan Company, (hereinafter "Client") on this ___ day of _____, 20__ in the County of Butte, State of Arkansas.

2. LEGAL SERVICES INCLUDED. Attorney shall provide the following Legal Services to the Client: Attorney will represent Client before all federal, state and local regulatory agencies relating to the licensing and operation of Client's energy production and distribution businesses.

3. LEGAL SERVICES EXCLUDED. All of, but not limited to, the following legal services shall be excluded by the Attorney under this agreement: Attorney will not offer legal services pertaining to Client's internal employment practices, relations with clients, nor any environmental matters.

4. OBLIGATIONS OF ATTORNEY AND CLIENT. Attorney shall adequately perform the legal services under this agreement while updating the Client on any and all changes in his or her status, and respond to Client's inquiries or other communications without delay. Client shall be honest and cooperate with Attorney, keeping Attorney abreast of new developments or change; that could affect the Client's case, particularly any changes in Client's address, telephone number, and/or how to reach Client; and make any and all payments according to this agreement on or before the date due.

5. HOURLY FESS. The Attorney responsible for Client's legal matter under this Agreement is James Smith, and legal services rendered by James Smith shall be billed at \$225 per hour. Should an associate attorney be assigned work on the Client's matter, legal services rendered by that associate attorney shall be billed at \$150 per hour. Should a paralegal be assigned work on the Client's matter, legal services rendered by that paralegal shall be billed at \$55 per hour. Attorney will charge in increments of one tenth of an hour, rounded up for each activity to the nearest one tenth of an hour. Attorney will charge a minimum of one tenth of an hour for any activity related to the matter under this agreement.

6. COSTS. Client shall pay all "costs" in relation to attorney's legal services under this agreement. Costs include, but are not limited to, long distance telephone charges, printing charges, court filing fees, deposition costs, expert fees and expenses, investigation costs, mileage charges, messenger service fees, process server fees, and any other related expense incurred by Attorney to provide satisfactory legal services to Client.

7. RETAINER. Client shall pay to Attorney a retainer of \$2,000 Dollars to be applied against attorney's fees and costs incurred by Client or expenses paid by Attorney on behalf of Client. This amount shall be deposited in an interest-bearing trust account. Client authorizes Attorney to withdraw funds from the trust account to pay for and keep current Client's charges for legal services provided under this agreement. If any amount of client's retainer is remaining in the trust account the time of the termination of this agreement, after attorney's fees and costs have been fully paid, the remaining amount of the retainer shall be refunded to Client.

8. STATEMENTS AND/OR PAYMENTS. Attorney shall send Client monthly statements to Client's most recent address on record, disclosing attorney's fees and costs and summaries, any funds applied from the retainer, and any current balance still owing. Statements are to be paid in full within 30 days after the Statement has been mailed.

9. PAYMENT OF ATTORNEY'S FEES OR COSTS BY ANOTHER PARTY. Client acknowledges that the court may order or the opposing parties may agree that another party shall pay for part or all of attorney's fees or costs or both. Such order or agreement shall not change Client's obligations to Attorney, but receipt of such payment shall be credited to Client's account.

10. CLIENT'S PROPERTY. Client's legal file, and the documents therein, are Client's property. Attorney shall retain Client's property obtained and/or generated during the pendency of the legal services being rendered and upon the completion hereof, or the earlier request by Client, Client's property shall be promptly released and delivered to Client. If Client does not accept such property after legal services have been completed, Attorney is authorized to retain and/or dispose of such property in Attorney's reasonable discretion, and any storage costs thereof shall be payable by Client as additional legal costs.

11. CONFLICT OF INTEREST. Client is informed that the Rules of Professional Conduct of Arkansas require, before an attorney may commence or continue representation of a client, that the attorney disclose to the client any actual or potential conflict of interest between the client and another person represented by the attorney. If an actual or potential conflict of interest exists, that attorney may not represent that client without the written consent of such client and the adverse party. Attorney is not aware of any relationship with a person that may have a conflict of interest in the present subject matter or in any separate subject matter of Client under this Agreement.

12. SETTLEMENT. If the legal services rendered pertain to a claim, suit, litigation, or other similar action, Attorney shall notify Client immediately of any offer received by Attorney to settle Client's matter. Attorney will not accept any offer to settle without first obtaining the approval of the Client. Client shall have the unequivocal right to accept or reject any such settlement offer.

13. ATTORNEY'S LIEN. Attorney shall have a lien for attorney's fees and/or costs advanced on behalf of attorney's representation of Client under this agreement, on all funds obtained by judgment, settlement or arbitration award payable to Client.

14. DISCHARGE OF ATTORNEY. Client may, at any time, discharge Attorney for any reason whatsoever by written notice, which shall become effective upon receipt by Attorney. Upon receipt, Attorney shall cease to provide legal services to Client, unless otherwise agreed upon by Attorney and Client. Client shall execute and return a substitution-of-attorney form immediately on its receipt from Attorney if Attorney is Client's attorney of record in any litigation. Client acknowledges that following such termination, Client shall remain obligated to pay for all attorney's fees and costs owed to Attorney as required by the terms of this Agreement.

15. WITHDRAWAL OF ATTORNEY. Attorney may withdraw as Client's attorney of record at anytime, in accordance with the Rules of Professional Conduct of the State of Arkansas.

16. DISCLAIMER. Client acknowledges that Attorney makes no guaranty regarding the outcome or success with regard to Client's matter. Attorney does not have or hold any power to guarantee any certain outcome in favor of Client

17. ENTIRE AGREEMENT. This agreement is complete in its entirety between the parties involved. This agreement supersedes all other verbal or written agreements made prior to or concurrent with this Agreement.

18. SEVERABILITY. The remainder of this entire agreement shall be severable and remain in effect if any provision in whole or in part is held unenforceable for any reason.

19. MODIFICATIONS. This agreement maybe modified only by the execution of a written agreement signed by all the parties hereto. Client understands and acknowledges that if Client wants any additional legal services that have not been included in this agreement, a separate agreement shall be necessary.

20. ARBITRATION OF FEE DISPUTE. In the event of a dispute between Client and Attorney pertaining to fees and costs charges by Attorney, such dispute shall be resolved by binding arbitration in accordance with the applicable arbitration rules in the State of Arkansas.

21. ARBITRATION OF MALPRACTICE. In the event a dispute arises between Attorney and Client regarding any alleged malpractice in the providing of legal services by Attorney, such dispute shall be resolved by binding arbitration in accordance with the applicable arbitration rules in the state of Arkansas.

22. EFFECTIVE DATE AND SIGNING OF THIS AGREEMENT. This agreement shall become effective when signed by all parties hereto. However, in the event this Agreement requires the payment of a retainer fee to Attorney, this Agreement shall not become effective, and Attorney shall have no duty to act on behalf of Client, until the full payment of such retainer fee.

The undersigned below have read and agree to be bound by this Agreement. Executed as of the date first written above.

BY: _____

Dewey, Cheatum & Howe, P.C.

BY: _____

Jim Jones, President, Steele Dan Company