



ALLEN & GOOCH LEGAL DISCLAIMER

1. I, _____, the Opportunity Machine Member, acknowledge that the Allen & Gooch attorney-consultant may discuss legal issues identified on the Agenda attached hereto as Exhibit A with me during my thirty minute session sponsored by the Opportunity Machine.
2. I understand that all information discussed will be kept confidential. I consent to the Allen & Gooch attorney-consultant sharing information discussed during this session and the resulting list of action items with the Opportunity Machine and its agents and employees.

(Initials)

3. I understand that the Allen & Gooch attorney-consultant is only providing me with brief, limited advice and that he/she is **not** my attorney and will **not** be representing me in any capacity in any past, present, or future matter(s) unless a separate engagement letter is executed between the Opportunity Machine Member and the Allen & Gooch attorney-consultant. I also understand that the advice being provided is based solely on the information available to the attorney-consultant provided by me and that the attorney-consultant has made no effort to verify the accuracy of the information provided or the availability of other information which may be pertinent to the issues discussed.
4. I understand and consent to the limited services which are being offered through the Opportunity Machine Program, as allowed by La. Rule of Prof. Conduct 1.2(c).

(Initials)

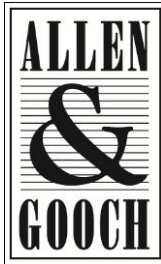
5. I expressly understand and agree that **no** client-lawyer relationship, or other professional relationship, shall arise and/or exist between me and the Allen



& Gooch attorney-consultant as a result of my participation in the Opportunity Machine Program.

(Initials)

6. I understand and agree that, to the extent that any attorney-client relationship may have formed, it ends at the time my Opportunity Machine session is completed, unless an engagement letter has been executed setting forth the terms of future representation.
7. I certify that no other attorney is representing me and understand that the Allen & Gooch attorney-consultant cannot and does not promise or guarantee any particular outcome or results.
8. We have performed a conflicts check on the names provided to us by _____. Based on a check of these names and under the applicable standards in the governing rules of professional conduct, we believe that the Firm is free to engage in this initial consultation. If we discover a conflict after work has begun, you agree to use reasonable efforts to help us resolve the conflict to the satisfaction of all parties.
9. I agree to immediately report and inform the Allen & Gooch attorney-consultant of any conflicts or potential conflicts which I know of or learn about at any time.
10. If an attorney-client relationship is formed, I understand that Allen & Gooch reserves the right to refuse and/or withdraw representation at any time. You consent to Allen & Gooch's right to discontinue our work on this Matter (i) at any time with your consent, (ii) at any time without your consent if withdrawal can be accomplished without material adverse effect on your interests, and (iii) at any time without your consent in any other circumstance if it becomes ethically proper for us to do so.



11. I understand that I have the right to select my own private lawyer, and I have voluntarily sought an initial meeting with the Allen & Gooch attorney-consultant.

(Initials)

12. I have read this Memorandum in its entirety, and/or it has been read and explained to me in its entirety, before signing it, and I understand and agree to all of the terms set forth in this Memorandum.

13. The terms of this Memorandum cannot be amended or modified, except in writing signed by the parties, and all other forms of modification, including oral modification and/or modification by conduct, is expressly prohibited.

AGREED AND ACCEPTED:

Name: _____
Date: _____