

GLAST, PHILLIPS & MURRAY

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

GARY STOLBACH, P.C.

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and Probate Law
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July 7, 2011

Via Email

Dr. Stephen Hopper
dr.hopper@me.com

Laura S. Wassmer
lhoppv@gmail.com

Re: Estate of Max D. Hopper, Deceased

Dear Stephen and Laura:

Thank you for selecting Glast, Phillips & Murray, P.C. (the "Firm") to represent you regarding legal matters concerning the estate of your father, Max D. Hopper, Deceased. This letter sets forth the terms of our representation.

Scope of Representation. We will represent you as your father's heirs, addressing legal issues that present themselves in the administration of his estate and otherwise in the transmission of his wealth following his death. We will keep you aware of those issues as they emerge.

Coordination With Lyle Pishny. We are being engaged to work with your attorney, Lyle Pishny, and his firm. We understand that Lyle may from time to time communicate with you without our participation. Accordingly, our advice may be presented to you from time to time through Lyle, not directly. Also, we may receive your directions on how to proceed as your lawyers, from time to time, from Lyle, based on communications he has had with you. In this agreement, you are giving us permission to communicate with you in this manner, and to regard that as if it were a direct communication among you and the Firm.

Legal Fees. You will be responsible for payment of the Firm's legal bills and expenses. We may receive payment from your father's estate, but if and to the extent we do not, you will be personally responsible, jointly and severally. My billing rate for work on this case is \$525 per hour. My associate, Yvonne M. Parks, bills at \$330 per hour. The billing rate for our paralegals is \$110 per hour. Other lawyers and paralegals at the Firm who may work on your matter have their respective billing rates. Billing rates may change over time, generally once during each calendar

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year, without notice to our clients, but they will always be consistent with rates charged by comparably skilled legal professionals in Dallas.

Expenses. In addition to legal fees, you will be billed for any expenses incurred in the representation (e.g., delivery, copy and staff overtime charges incurred as a result of time demands you may impose). Not infrequently, posting of some expense charges may be delayed past the date that a statement is sent to you for the subject time period. (For example, a delivery company may delay billing us for its services.) This may be the case for a statement which indicates it is the "final statement" from our office. In that case, you will still be responsible for such charges.

Billing Statements. You will generally receive monthly statements (unless there has been little or no work performed in a given time period), to keep you informed of the costs. Statements are due and payable on presentation. All statements will be sent to your attention at the above E-mail address, unless you specify otherwise in writing. The statements contain a reasonably detailed description of our services. If you have a question about a statement, you agree to contact us very soon after you receive it, to discuss it.

A late payment charge of 1% per month will be assessed on any unpaid balance (after deducting current payments, credits and allowances made within 90 days of the date of the billing). This is an annual rate of 12 percent.

Retainer. A retainer of \$10,000 is due at this time. Please make your check payable to Glast, Phillips & Murray, P.C. These funds will be held in the Firm's retainer account. (Retainer accounts are regulated by the State Bar. Deposits do not bear interest for the benefit of the Firm or the client.) Bills you receive during the representation will be paid by you. The retainer will be used at the end of the representation to pay any balance on your account, and any remaining funds will then be refunded to you. If, during the representation, the amount of legal work we are engaged to do justifies it, we may ask you to increase the retainer.

Termination of Representation. The Firm reserves the right to discontinue work on pending matters or to terminate the attorney-client relationship effective upon presentation of written notice, at any time that you are in breach of this agreement or any statement is 90 days past due. There will be no refund of fees paid before then, and you will remain responsible for unpaid charges for work already performed. Termination of representation includes, but is not limited to, withdrawal as attorney of record for the client in any capacity.

Joint Representation. You both intend to engage us with respect to legal matters concerning your father's estate. This is a "joint representation"; that is, we will not consider the representation of each of you to be separate. Consistent with that, we will not maintain confidentiality between the two of you; that is, we will share with the other information one of you provides us.

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Potential Conflicts. It is not uncommon for the same attorney to represent more than one beneficiary of a decedent's estate. However, when a firm represents both persons, potential conflicts of interest may arise within the ethical codes of the legal profession. You consent to the Firm representing you both, recognizing this possibility. We do not observe a conflict of interest between you at this time; nor can we reasonably predict one at this time. In the event, however, in our determination or the determination of either or both of you, that a conflict of interest develops that makes it proper for you each to have separate counsel, we will resign from the case (or from the subject portion of the case), in favor of new, separate counsel. Fees and expenses incurred by you to that time are still payable by you and are not affected by our resignation.

If you have any questions or concerns regarding this letter, please contact me at your earliest convenience. If you agree to the terms of this agreement, please sign this letter in the space provided below and return the signed letter to me. This letter agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. If we do not receive the signed letter from you, we will assume that you have made other representation arrangements, and we will have no responsibility, beyond legal work already undertaken, for your legal matter.

I look forward to working with you.

Yours truly,

GLAST, PHILLIPS & MURRAY, P.C.

Gary Stolbach

GS

cc: Lyle Pishny

U.S. Treasury Department Regulations now require that either we (i) include the following disclaimer in written correspondence or (ii) undertake significant due diligence that we have not performed (but can perform on request).

ANY STATEMENTS CONTAINED HEREIN ARE NOT INTENDED OR WRITTEN BY THE UNDERSIGNED TO BE USED, AND NOTHING CONTAINED HEREIN CAN BE USED BY YOU OR ANY OTHER PERSON, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER FEDERAL TAX LAW.

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We agree to the terms of this letter:

Dr. Stephen Hopper



Laura S. Wassmer

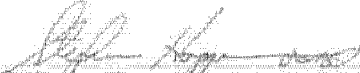
Date: _____

Date: 7/14/11

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We agree to the terms of this letter:


Dr. Stephen Hopper

Date: 7/7/2016

Laura S. Waizner

Date: _____

Dr. Stephen Hopper