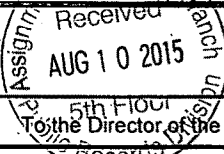


08/10/2015

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U.S. 8,358,022

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Docket Number: HL0 01 PT 15

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Date

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AGREEMENT

It's been a pleasure assisting you with your legal issues and I am looking forward to providing you with legal representation going forward.

Prior to commencing further representation with respect to the licensure, sale or other suitable disposition regarding the patent of the Powerwagon, I am required to advise you of the following. If you agree to the terms of what I've provided below, please acknowledge by initialing, signing, and returning this document to me. From hereinafter, within this document, I will be referred to as your lawyer and you, or any future entity related to carrying out the business of your patent shall be the Client.

Thus, Lawyer and Client agree to the following:

1. If necessary, Lawyer will assist and advise Client in formally establishing the Client as a recognized legal entity with the Ohio Secretary of State. Costs associated with formal incorporation shall be paid by the Client and in the case of the Lawyer advancing such costs the Lawyer shall be reimbursed.
2. Lawyer will represent the best interests of the Client for the purposes of carrying out the licensure, sale, or disposition of the Client's patent of the Powerwagon and related products.
3. In consideration of the Lawyer's representation of Client for the aforementioned purposes stated in the preceding paragraphs, Lawyer obtains an ownership interest valued at 10% associated with any licensure, sale or other disposition of the Client's patent for the Powerwagon and/or other patents and/or products owned by Client, and shall therefore receive a 10% share of any income realized from Client's patent for the Powerwagon and/or other patents and/or products owned by Client.
4. Client is hereby advised of the desirability and has been given a reasonable opportunity to seek advice of independent legal counsel on the transaction.
5. Client by signing this document gives informed consent to the essential terms of the transaction and understands the lawyer's role in this transaction.

Paul L. Wilks

Paul L. Wilks *12-14-11*
Paul Wilks Date

Philip J. Heald

Philip J. Heald *12/14/11*
Philip J. Heald Date

PATENT