



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 21, 2013

Pre-Paid Legal Services, Inc.
Attn: Ms. Kathy Pinston
One Pre-Paid Way
Ada, OK 74820

Via Email: ambergreen@pplsi.com
vargas_c@prepaidlegal.com
tmkldj@gmail.com

**Re: Extension Of Benefit Agreement-C-11-059-06-21
"Pre-Paid (Post Tax) Voluntary Legal Services"**

Dear Ms. Pinston:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the Benefit Agreement Services the second (2nd) year of the two (2)-one (1) year as provided under RFP NO: 2011-059-03-02-VYG for Hidalgo. Extension will be at the same rates, terms and conditions of the agreement in place.

Please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, June 11, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Monday, May 27, 2013 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department



PRE-PAID LEGAL SERVICES, INC.

Serving North American Families Since 1972

CORPORATE OFFICES: ONE PRE-PAID WAY • ADA, OKLAHOMA 74820 • (580) 436-1234 • WWW.PREPAIDLEGAL.COM

BENEFIT AGREEMENT

This Agreement made and entered into this 21st day of June, 2011 by and between Pre-Paid Legal Services, Inc. ("Pre-Paid"), One Pre-Paid Way, Ada, Oklahoma 74820, an Oklahoma corporation and County of Hidalgo, Texas ("County") 1615 S. Closner, Suite J, Edinburg, Texas 78539, a Texas government entity.

WHEREAS, Pre-Paid is in the business of developing and marketing prepaid legal services plans and the identity theft plans; referred to as the "Pre-Paid Legal Plan" and

WHEREAS, County desires to make available to their employees the Pre-Paid Legal and Identity Theft plans;

THEREFORE, the parties agree as follows:

SERVICE OFFERING

County will make available to its employees, as a payroll deduction benefit, the Pre-Paid Legal Plan outlined in Appendix A.

Pre-Paid will notify both the County and members of this group in writing any changes to the membership benefits thirty (30) days prior to the changes taking place.

SERVICE COST

The monthly cost to the member for the outlined plans shall be as follows

Comprehensive Group Plan & Legal Shield	\$15.75
Comprehensive Group Plan, Legal Shield & Identity Theft Shield	\$25.70
Comprehensive Group Plan, Legal Shield, Identity Theft Shield & Safeguard	\$26.70
Identity Theft Shield (Stand-Alone)	\$12.95
Identity Theft Shield & Safeguard (Stand-Alone)	\$13.95

The \$10 Pre-Paid Legal Plan enrollment fee shall be waived for all County employees enrolling as part of this group.

The above costs are guaranteed for One (1) year.

SERVICE ENROLLMENT

Independent marketing associates of Pre-Paid shall be assigned to provide assistance with all initial and new hire enrollments.

County employees may enroll or discontinue the Comprehensive Group Plan and Legal Shield at any time.

County employees may enroll or discontinue the Identity Theft Shield & Safeguard at any time, but may not re-enroll until one year after their cancellation date.

When notified by the County that an employee will be taking a leave of absence, a payment option form will be mailed to the member at their home address. By completing and returning this form, the member may elect to continue the services through a monthly credit card or bank draft payment.

SERVICE BILLING

Pre-Paid shall bill County each month for the membership fees due for each active member and County shall remit such funds to Pre-Paid.

Payroll deductions will begin on date to be determined and the effective date of all memberships will be determined by County management in accordance with their benefits enrollment schedule. The effective date is defined as the first day the member is eligible for benefits.

SERVICE TERM

The initial term of the agreement shall be for One (1) Year, with the County's option to renew the agreement for an additional two (2)-one (1) year terms based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

This Agreement may be terminated with or without cause by County with thirty (30) day's written notice prior to cancellation.

Notice under this Agreement shall be to the following individuals:

Honorable Ramon Garcia
County Judge
County of Hidalgo, Texas
1615 S. Closner, Suite J
Edinburg, TX 78539

Ms. Kathy Pinson
Vice President of Regulatory Compliance
Pre-paid Legal Services, Inc.
One Pre-Paid Way
Ada, OK 74820

County of Hidalgo, Texas

Pre-Paid Legal Services, Inc.

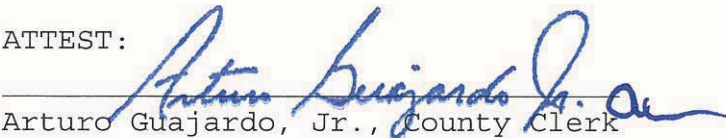

Approved by Commissioners' Court
on 6-21-11 Ro
Ramon Garcia, County Judge


Kathy Pinson, Vice President of Regulatory Compliance

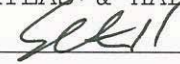
_____ Date

_____ Date

ATTEST:


Arturo Guajardo, Jr., County Clerk

Approved As To Form:
ATLAS & HALL, L.L.P.


Stephen L. Crain

Approved By Commissioners Court: June 21, 2011



APPENDIX A

Dear Member:

In consideration of your payment of the membership fee and your abiding by the terms and conditions of this Contract and any attached endorsements, you will receive the herein contained benefits. Such benefits will be provided by attorneys designated by the Company, who are duly licensed, practicing attorneys (referred to as the Provider Attorney). This Contract covers legal matters within the state of the Named Member's primary residence. For legal matters that arise within the United States and outside of the Named Member's primary residence, the Provider Attorney will assign an attorney who is duly licensed to practice law in the jurisdiction of the legal matter to provide benefits under this Contract. Should the Named Member move to another state, the Company, at its option, may transfer the Named Member's contract to one available in that state.

BENEFIT I: UNLIMITED TOLL-FREE TELEPHONE CONSULTATIONS

The Covered Person may receive toll-free telephone consultations on unlimited legal matters, personal and/or business, to the extent that the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally, if, in the Provider Attorney's Professional Judgment, the legal matter cannot be adequately addressed during the telephone consultation, the Provider Attorney will provide up to one (1) hour of legal research concerning the matter. For this consultation and advice, the Covered Person may call the appropriate telephone number listed on the membership card during regular office hours, except on holidays.

BENEFIT II: PHONE CALLS AND LETTERS ON YOUR BEHALF

If the consulting Provider Attorney, in his/her Professional Judgment, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then in that event, the first such letter or telephone call for each non-related personal legal subject matter per Membership Year will be written or made on behalf of the Covered Person. The Covered Person is also entitled to a maximum of two (2) such letters or phone calls per Membership Year on business legal matters with no more than one (1) per subject matter. Any additional telephone calls or letters from the Provider Attorney after the first one (1) per subject per Membership Year will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's standard rate.

BENEFIT III: CONTRACT AND DOCUMENT REVIEW

After consultation, the Covered Person may have reviewed by the Provider Attorney, any personal legal document of ten (10) pages or less in which the Covered Person is a contracting party. Additionally, the Covered Person may have reviewed one (1) business legal document of ten (10) pages or less, per Membership Year, in which the Covered Person is signing on behalf of the business so long as the business is a sole proprietorship owned by the Covered Person. The Covered Person shall mail a copy of the document to be reviewed, retaining the original, together with his/her telephone number, to the Provider Attorney. The Provider Attorney will review the copy and thereafter advise the Covered Person by telephone.

BENEFIT IV: MORTGAGE DOCUMENT ASSISTANCE

The Named Member and Named Member's spouse are entitled to have any and all mortgage loan documents, as may be required by the lending institution and not otherwise provided or prepared by the seller, lender or other third party, prepared by the Provider Attorney, as required by state law. All information necessary for the preparation of the documents must be provided to the Provider Attorney at least three (3) business days prior to the closing date. Legal services under this benefit are available once each Membership Year for the Named Member's primary residence. Any documents prepared by a third party may be reviewed by the Provider Attorney prior to closing, provided they are submitted to the Provider Attorney at least three (3) business days prior to the closing date. This benefit does not include review of the Abstract and preparation of a Title Opinion thereon nor the Provider Attorney's presence at closing. Any and all costs and expenses payable in connection with the loan; any and all costs and expenses required to be paid by the lender in advance; benefit charges; recording/transfer charges; survey and pest inspection charges; attorney, notary, closing charges, and any other settlement charge required by law to be disclosed in a settlement statement prepared in accordance with state law will be the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT V: UNCONTESTED SEPARATION

The Named Member is entitled to representation by the Provider Attorney for an uncontested legal separation or uncontested civil annulment if available in the state of the Named Member's primary residence. Uncontested separation is defined as a separation where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney. Benefits for a contested separation or contested civil annulment are available at a twenty-five percent (25%) discount from the Provider Attorney's standard rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested legal separation or uncontested annulment becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VI: UNCONTESTED DIVORCE

The Named Member is entitled to representation by the Provider Attorney for an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon by the parties, in writing, without the negotiation by the Provider Attorney, net material assets of the marriage are under \$100,000 and no division of retirement benefits is applicable. If the court with jurisdiction over the divorce action changes any term of an agreed upon decree, the divorce shall be considered contested unless both parties to the divorce agree to accept the court's order. Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These services are provided at the twenty-five percent (25%) discount rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested divorce becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VII: UNCONTESTED ADOPTION

The Covered Person is entitled to an uncontested adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption, all required consents are attainable and the adoption is not contested or challenged. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested adoption becomes contested, subsequent benefits will be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person. Guardianship proceedings are specifically excluded under this benefit.

BENEFIT VIII: UNCONTESTED NAME CHANGE

The Covered Person is entitled to an uncontested name change prepared by the Provider Attorney. Uncontested name change is defined as a name change where all consents are attainable and the name change is not contested or challenged. This benefit includes the preparation for and attendance, if required, at the

initial hearing to obtain the change in name. Preparation for and work required for the publication are available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person.

BENEFIT IX: HEALTH CARE POWER OF ATTORNEY

The Named Member and Named Member's Spouse will be entitled to have a Health Care Power of Attorney prepared according to their instructions and which conforms to state law. Execution and storage of the Health Care Power of Attorney shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Health Care Power of Attorney to make any changes thereto which are necessary.

BENEFIT X: DIRECTIVE TO PHYSICIAN

The Named Member and Named Member's Spouse will be entitled to have a Directive to Physician / Living Will form prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Directive to Physician/Living Will to make any changes thereto which are necessary.

BENEFIT XI: WILL PREPARATION

The Covered Person is entitled to have a standard Last Will and Testament prepared by the Provider Attorney. Trusts are available at the twenty-five percent (25%) discount rate. Any Covered Person desiring a Last Will and Testament should complete a Will Questionnaire and return it by mail to the Provider Attorney. Execution and storage of the Last Will and Testament shall be the sole responsibility of the Covered Person (Testator).

The Covered Person shall be entitled once during each Membership Year to have the Provider Attorney review his/her Last Will and Testament and make any changes which are necessary. The Covered Person has the sole responsibility to initiate the annual review and such review rights do not accrue from year to year.

BENEFIT XII: MOTOR VEHICLE RELATED BENEFITS

Legal services requested under Benefit XII are available fifteen (15) days after the Effective Date of this Contract. Any matter arising or reasonably anticipated or foreseeable prior to the expiration of the fifteen (15) day waiting period shall be considered a pre-existing condition and will not be covered.

If the Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the owner of said vehicle, shall have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following services from the Provider Attorney, in the court of original jurisdiction.

A. Defense of all moving traffic violations during the Membership Year. The Provider Attorney must have five (5) business days notice for court representation or benefits will not be available.

B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.

C. A total of two and one-half (2-1/2) hours of attorney time in each of the following situations:

1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the Department of Public Safety or the Department of Motor Vehicles in a situation where a right to appeal is provided by statute.
2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters.
3. When legal assistance is needed to reinstate or maintain a driver's license because of medical reasons.

D. Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit, to collect all personal injury and property damage claims of \$2,000.00 or less for personal injuries or property damages received as a result of the Covered Person driving, riding in, or being struck by any motor vehicle or boat. Such assistance is limited to two and one-half (2-1/2) hours of attorney time per claim.

E. Exclusions:

1. Pre-existing Conditions as defined in the General Provisions of this Contract.
2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.
3. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.
4. Any traffic tickets received while driving a commercial vehicle. A commercial vehicle is defined as any vehicle with more than two (2) axles and with a gross vehicle weight exceeding 7,500 pounds.
5. Hit and run related charges, leaving the scene of an accident or similar charges.
6. Charges where the Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration or inspection.

BENEFIT XIII: TRIAL DEFENSE BENEFIT

A. If the Named Member or Named Member's spouse is the named defendant in a covered civil action or in a covered criminal action as defined herein, filed in a state or federal district court, the Provider Attorney will provide benefits according to the following schedule. For the specified Covered Person to receive legal services under this benefit, the criminal action must be one which arises as a result of the Covered Person's conduct within the scope of his or her legal employment.

B. During the first Membership Year, the legal services under this benefit shall be limited to the provision of a total of sixty (60) hours of attorney time. Of that total of sixty (60) hours, a maximum of two and one-half (2-1/2) hours will be provided for any and all legal services rendered in defense of the covered lawsuit prior to its actual trial, such as conferences with associated parties and their attorneys or agents, telephone conversations or other efforts to settle cases, pre-trial conferences, settlement conferences prior to trial, court appearances, interrogatories, depositions, briefs and pleadings.

Total benefits provided under the Trial Defense Benefit shall not exceed the annual aggregate per membership amount of sixty (60) hours the first Membership Year.

C. In each subsequent Membership Year, the legal services available under this benefit increase as follows:

1. Second Membership Year: 120 hours of trial time, which includes 3 hours of pre-trial time.
2. Third Membership Year: 180 hours of trial time, which includes 3-1/2 hours of pre-trial time.
3. Fourth Membership Year: 240 hours of trial time, which includes 4 hours of pre-trial time.
4. Fifth Membership Year: 300 hours of trial time, which includes 4-1/2 hours of pre-trial time.

D. Exclusions:

1. This benefit does not cover defense of claims or charges relating to alcohol, drugs, substance

abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit and run charges or leaving the scene of an accident.

2. This benefit does not cover any criminal or civil charge against the Covered Person which arises as a result of the ownership, management or association with a business, partnership or corporation. This does not exclude lawsuits filed as a result of the Covered Person's direct action necessary to employment, ownership or association. Example: A suit filed against a store owner who removed an irate customer disturbing the normal flow of business would be covered.

3. This benefit provides legal services for only the Named Member and Named Member's spouse permanently residing with Named Member. Dependents are not covered by this Trial Defense Benefit.

4. This benefit does not provide for assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related matters, to bankruptcy proceedings, or any other matters for which benefits are provided under Benefits XII and XIV of this Contract.

5. Class actions or interventions or amicus curiae filings or class actions filed in which the Covered Person is a party or potential party are excluded.

6. Pre-existing Conditions are excluded under this benefit. Pre-existing Conditions for Benefit XIII are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even though the lawsuit was not filed until after such date.

7. Any claim, defense, or legal position which, in the opinion of the Provider Attorney, will not prevail in court.

8. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.

9. Any civil or criminal charge against the Covered Person while driving a commercial vehicle with more than two (2) axles will be excluded under this benefit.

10. This benefit does not cover garnishment, attachment or any other post judgment relief action. The Provider Attorney will provide services in accordance with the Contract up to the point of final judgment by court of record.

BENEFIT XIV: IRS AUDIT LEGAL SERVICES

A. The Covered Person will receive up to fifty (50) hours of professional services from the Provider Attorney when he/she is notified in writing by the Internal Revenue Service (IRS) of an audit of his tax return or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage begins with the return due on April 15 of the year this Contract is effective.

C. Legal services to be provided as follows:

1. Up to one (1) hour of professional services from the Provider Attorney within the first thirty (30) days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited or when requested in writing to appear at the offices of the IRS concerning his tax return.

2. Up to two and one-half (2-1/2) hours beginning on the thirty-first (31) day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and/or professionals, and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of forty-six and one-half (46-1/2) hours in professional time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS.

D. Exclusions:

1. Garnishment, attachment or any other post judgment relief action.
2. Class actions or interventions or amicus curiae filings.
3. Charges of tax fraud or income tax evasion.
4. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Covered Person's tax returns.
5. Pre-existing Condition(s) which is any event, investigation or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date of this Contract.
6. Services rendered by an enrolled agent are not coverable.
7. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

BENEFIT XV: IN-OFFICE CONSULTATION

The Named Member and/or Named Member's Spouse are entitled to one (1) hour of in-office consultation per Membership Year at the main office of the Provider Attorney.

BENEFIT XVI: ALL OTHER LEGAL WORK

The Covered Person will receive all other legal work at a twenty-five percent (25%) discount from the Provider Attorney's standard rate.

All the above Benefits are a part of and are subject to all General Provisions of this Contract.

GENERAL PROVISIONS

A. **Named Member:** The person executing this Contract, who shall be a natural person, is the "Named Member."

B. Covered Person Shall Include:

1. The Named Member.
2. The Named Member's spouse.
3. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 21 years of age who are permanent residents of the Named Member's household. The term unmarried for the purpose of this Contract is defined as persons who have never been married.
4. Any child under 18 years of age for whom the Named Member, or the Named Member's spouse, is the legal guardian.
5. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 23 years of age who are full-time students.
6. Any dependent child, regardless of age, who is incapable of sustaining employment by reason of mental or physical disability and is chiefly dependent upon the Named Member, or the

Named Member's spouse, for support.

7. The term dependent for the purpose of this Contract is defined as the natural or adopted child of the Named Member, or the Named Member's Spouse, unless otherwise specified in this Contract.

C. **Licensed Motor Vehicle:** Any properly licensed and insured motor vehicle, except commercial vehicles with more than two (2) axles.

D. **Contract:** Any reference to "Contract" herein refers to this legal service contract between the Company and the Named Member.

E. **Availability of Benefits:** Not all benefit provisions are available in every state. A Covered Person is entitled to the benefits outlined in this Contract only to the extent such benefit is available and permitted by the laws of the state having jurisdiction over the legal matter.

F. **Entire Agreement:** This Contract represents the entire agreement between the Named Member and the Company.

G. **Provider Attorney:** Provider Attorney is defined as a law firm designated by the Company to provide the benefits described in this Contract.

H. **Territory:** This Contract provides services within the United States.

I. **Effective Date:** The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

J. **Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. Should the Named Member cancel the Contract, either in writing or by non-payment of membership fees, the Eligibility Period shall terminate on the date the membership is no longer paid current to the Company.

K. **Membership Year:** Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one (1) year thereafter, and each one (1) year period thereafter while this Contract is in force.

L. **The Company:** Any reference to the "Company" in this Contract refers to Pre-Paid Legal Services, Inc.

M. **Pre-existing Conditions:** Pre-existing Conditions under the terms of this Contract mean acts or occurrences that existed or conditions which were reasonably anticipated or foreseeable prior to the Covered Person's enrollment. Pre-existing Conditions are also defined as those acts which give rise to the issuance of a citation for a moving violation and which are alleged to have occurred prior to fifteen (15) days after the Effective Date of the Contract, even though the citation might not be issued until after fifteen (15) days following the Effective Date of the membership.

N. **Exclusions:** All acts or omissions otherwise giving rise to coverage if such acts or omissions were performed in the commission of any crime under any municipal ordinance or state or federal statute, except as otherwise specifically provided for and covered under Benefits XII and XIII of this Contract. This Exclusion does not apply to legal services provided under Benefits I or XVI of this Contract.

O. **Specific Exclusions:** The following items are specifically excluded and shall not be interpreted as included benefits:

1. Any action, proceeding or dispute relating to the Named Member's employment.
2. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, any out-of-pocket expense, and any matter which the Provider Attorney determines is raised an inordinate or unreasonable number of times without substantial change of circumstances.

3. Any person or entity who initiates or participates in a lawsuit against Pre-Paid Legal Services, Inc. or any of its subsidiaries, or is named as a defendant or respondent in a lawsuit initiated by Pre-Paid Legal Services, Inc. or any of its subsidiaries, shall be specifically excluded from receiving any of the benefits under any benefit of this Contract, during the pendency of such lawsuit or until its resolution.

4. Any action, proceeding or dispute between the Covered Person and the Provider Attorney.

P. Attorney-Client Contract: All services provided under any benefit herein, except Benefit I, shall be subject to the terms of an Attorney-Client Contract to be executed by the Covered Person prior to the time services are rendered, which contract shall require payment of anticipated costs and payment of a retainer to the Provider Attorney to cover reasonably anticipated legal services not covered by this Contract. All determinations of retainers and anticipated costs to be incurred shall be made in the sole discretion of the Provider Attorney, and eligibility for receipt of benefits hereunder is contingent upon payment of same prior to commencement of legal representation by the Provider Attorney.

Q. Attorney of Choice: If the Covered Person wishes to secure the services of an attorney of his/her choice for any matter arising under this Contract, the Covered Person must contact the Provider Attorney before contacting the attorney of his/her choice. The Provider Attorney and the Attorney of Choice shall enter into a contract before services are rendered, such contract setting forth the fees to be paid by the Provider Attorney to the Attorney of Choice which fees shall be the normal capitated rate paid to the Provider Attorney. If the Attorney of Choice accepts such contract, the Covered Person will be responsible to the Attorney of Choice secured by the Covered Person for any charges other than those covered by the normal capitated rate paid by the Provider Attorney to the Attorney of Choice.

R. Provider Attorney's Professional Judgment: It is within the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any benefit of this Contract presents a frivolous or otherwise unmeritorious claim or defense including decisions to take any contingency case or to appeal any judgment or decision. The Provider Attorney reserves the right to make independent professional judgments regarding presentation of same. The Company will in no way influence or attempt to affect the rendering of professional services of the Provider Attorney, that prerogative being reserved by the Provider Attorney.

S. Examination Right: The Named Member shall have ten (10) days after delivery to examine the Contract and, if the Named Member is not satisfied with it for any reason, the Named Member may return the Contract and have the paid premium refunded. Upon return of the Contract to the Company or the agent through whom it was purchased, within ten (10) days of delivery, the Contract shall be void from the beginning and the parties shall be in the same position as if this Contract had not been issued.

T. Cancellation of Contract: The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Attorney determines, in its professional and independent judgment, that the Named Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Company shall notify the Named Member in writing of any such cancellation. All benefits will automatically terminate at the end of the Eligibility Period. The Named Member may cancel the Contract at any time by giving written notice to the Company. Upon written request, the Named Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Named Member. In the event of cancellation by the Company, only those events reported in writing to the Provider Attorney during the Eligibility Period are covered.

U. Settlement of Disputes: All disputes or claims relating to the Company, this Contract, any Company products or services or any claims or causes of action between you and the company, and any of the Company's officers, directors, employees or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection. If you file a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, you may do so only on an

individual basis and not with any other member or as part of a class action. In the event that a provision of this Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Contract will remain in full force and effect.

V. **Application:** No statement made by the Named Member in his application for this Contract shall void this Contract or be used in any legal proceeding hereunder unless the application or an exact copy thereof is attached to this Contract.

W. **Duplication of Coverage:** A Covered Person may not secure services from the Attorney Provider for the same matter under more than one of the Company's or its subsidiaries' or affiliates' contracts, no matter how many such contracts the Covered Person owns. Once a Covered Person has been determined to be entitled to legal services under any benefit of this Contract, the Covered Person shall communicate only with the specific attorney or attorneys handling those legal services rather than utilizing the legal services available under any other benefit for that legal matter. This limitation is provided to facilitate the most effective representation of the Covered Person.

X. **Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and unless such change is endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A thirty (30) day notice will be given should there be any change in this Contract.

Y. **Reinstatement Procedure:** The Covered Person may reapply for this Contract after cancellation. The Company, at its option, may reinstate this Contract upon payment by the Covered Person of the appropriate fee, without change in the Contract. Benefits are not available for any act or occurrence during the lapse period.

Z. **Change in Fees:** The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Named Member will be given a thirty (30) day written notice at the Named Member's address according to the records of the Company.

A handwritten signature in black ink, reading "Harold C. Stonecipher". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Chairman of the Board

LEGAL SHIELD ADDENDUM

This Addendum is to be attached to and form a part of your family plan membership number. In addition to the services covered by the aforementioned family plan, members shall be entitled to the benefits set forth in this Addendum as follows:

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney in the event of the following:

1. The Covered Person is detained by a Law Enforcement Officer.
2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official capacity regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.
3. The Covered Person is involved in an accident that results in bodily harm or physical injury to the Covered Person.
4. The Covered Person is served with a warrant.

ADDITIONAL PROVISIONS

- A. This Addendum is subject to the General Provisions of the aforementioned family plan.
- B. As used herein, a "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official capacity or private security personnel in the course of such person's employment.
- C. As used herein, "detention" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer, official government representative as defined above or private security personnel in the course of such person's employment, and may include the presentation of any warrant, or questioning by officials.
- D. These benefits are available subject to the following exclusions:
 1. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.
 2. Assistance in making, posting, or obtaining bond, bail or other security required for release.
 3. Detention or arrest arising from alleged domestic violence, child abuse, sexual abuse or misconduct, or alleged stalking.
- E. The telephone access provided in this Addendum is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.



PRE-PAID LEGAL SERVICES, INC.

Serving North American Families Since 1972

CORPORATE OFFICES: ONE PRE-PAID WAY • ADA, OKLAHOMA 74820 • (580) 436-1234 • WWW.PREPAIDLEGAL.COM

IMPLEMENTATION SCHEDULE

Pre-Paid Legal Services, Inc. Corporate Office along with the Group Benefit Specialist assigned to service your group stand ready to make the implementation process effective and efficient. The outline below is a tentative schedule that will be customized to meet your company's personal needs.

1. Once the Pre-Paid Legal Services, Inc. has been awarded the opportunity to provide your employees with legal services, an initial meeting between your company's representatives and our Group Benefit Specialist will be set. During this meeting the following will be addressed:
 - a. Signature of the authorizing officer will be secured for authorization of payroll deduction
 - b. Establish employee enrollment meeting dates, times and locations
 - c. Establish communication materials needed to announce enrollment and establish dates when your company would like to have these materials in hand
2. If applicable, a website for enrollment will be completed within 8-10 business days of the initial meeting.
3. A conference call will be set-up and initiated by Pre-Paid Legal Services Group Billing Department with your company representatives at your company's convenience to address any concern in regards to electronic enrollment, billing, scheduling and any other administrative concerns.
4. Group Benefit Specialists will provide communication materials to your group and distribute them in compliance with your company's regulations.
5. If online enrollment is to take place, the login and password will be provided to your company representative for distribution to your employees.
6. If onsite enrollment is elected by your company, Pre-Paid Legal Services, Inc. will provide a Group Benefit Specialist on location to conduct enrollment meetings. These meetings will last approximately 20 minutes and will include an explanation of benefits, information concerning the Provider Law Firm and instruction on how to access assistance from the firm. Enrollment is completed once a one-page membership application is filled out. At that point, each new member is given a Temporary Membership Packet includes written instructions on how to contact the Provider Law Firm and Customer Service at the Corporate Office. It also includes temporary enrollment cards that your employees may place in their wallet or purse to ensure that the attorney information is always at hand.
7. Formal membership packets consisting of will questionnaires, a copy of the membership contract listing all the benefits available under the membership, and permanent membership cards will arrive via mail to each member's home address within two weeks of enrollment.
8. Within thirty days of the establishment of the group, a managing partner with the Provider Law Firm will contact your company's contact person for a formal introduction and welcome.

PLEASE NOTE: All communication and membership materials are provided to your company and its employees at no cost to your company.



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BENEFIT AGREEMENT

This Agreement made and entered into this 21st day of June, 2011 by and between Pre-Paid Legal Services, Inc. ("Pre-Paid"), One Pre-Paid Way, Ada, Oklahoma 74820, an Oklahoma corporation and County of Hidalgo, Texas ("County") 1615 S. Closner, Suite J, Edinburg, Texas 78539, a Texas government entity.

WHEREAS, Pre-Paid is in the business of developing and marketing prepaid legal services plans and the identity theft plans; referred to as the "Pre-Paid Legal Plan" and

WHEREAS, County desires to make available to their employees the Pre-Paid Legal and Identity Theft plans;

THEREFORE, the parties agree as follows:

SERVICE OFFERING

County will make available to its employees, as a payroll deduction benefit, the Pre-Paid Legal Plan outlined in Appendix A.

Pre-Paid will notify both the County and members of this group in writing any changes to the membership benefits thirty (30) days prior to the changes taking place.

SERVICE COST

The monthly cost to the member for the outlined plans shall be as follows

Comprehensive Group Plan & Legal Shield	\$15.75
Comprehensive Group Plan, Legal Shield & Identity Theft Shield	\$25.70
Comprehensive Group Plan, Legal Shield, Identity Theft Shield & Safeguard	\$26.70
Identity Theft Shield (Stand-Alone)	\$12.95
Identity Theft Shield & Safeguard (Stand-Alone)	\$13.95

The \$10 Pre-Paid Legal Plan enrollment fee shall be waived for all County employees enrolling as part of this group.

The above costs are guaranteed for One (1) year.

SERVICE ENROLLMENT

Independent marketing associates of Pre-Paid shall be assigned to provide assistance with all initial and new hire enrollments.

County employees may enroll or discontinue the Comprehensive Group Plan and Legal Shield at any time.

County employees may enroll or discontinue the Identity Theft Shield & Safeguard at any time, but may not re-enroll until one year after their cancellation date.

When notified by the County that an employee will be taking a leave of absence, a payment option form will be mailed to the member at their home address. By completing and returning this form, the member may elect to continue the services through a monthly credit card or bank draft payment.

SERVICE BILLING

Pre-Paid shall bill County each month for the membership fees due for each active member and County shall remit such funds to Pre-Paid.

Payroll deductions will begin on date to be determined and the effective date of all memberships will be determined by County management in accordance with their benefits enrollment schedule. The effective date is defined as the first day the member is eligible for benefits.

SERVICE TERM

The initial term of the agreement shall be for One (1) Year, with the County's option to renew the agreement for an additional two (2)-one (1) year terms based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

This Agreement may be terminated with or without cause by County with thirty (30) day's written notice prior to cancellation.

Notice under this Agreement shall be to the following individuals:

Honorable Ramon Garcia
County Judge
County of Hidalgo, Texas
1615 S. Closner, Suite J
Edinburg, TX 78539

Ms. Kathy Pinson
Vice President of Regulatory Compliance
Pre-paid Legal Services, Inc.
One Pre-Paid Way
Ada, OK 74820

County of Hidalgo, Texas

Pre-Paid Legal Services, Inc.


Approved by Commissioners' Court
on 6-21-11 *Ro*
Ramon Garcia, County Judge


Kathy Pinson, Vice President of Regulatory Compliance

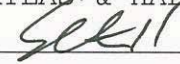
_____ Date

_____ Date

ATTEST:


Arturo Guajardo, Jr., County Clerk

Approved As To Form:
ATLAS & HALL, L.L.P.


Stephen L. Crain

Approved By Commissioners Court: June 21, 2011



APPENDIX A

Dear Member:

In consideration of your payment of the membership fee and your abiding by the terms and conditions of this Contract and any attached endorsements, you will receive the herein contained benefits. Such benefits will be provided by attorneys designated by the Company, who are duly licensed, practicing attorneys (referred to as the Provider Attorney). This Contract covers legal matters within the state of the Named Member's primary residence. For legal matters that arise within the United States and outside of the Named Member's primary residence, the Provider Attorney will assign an attorney who is duly licensed to practice law in the jurisdiction of the legal matter to provide benefits under this Contract. Should the Named Member move to another state, the Company, at its option, may transfer the Named Member's contract to one available in that state.

BENEFIT I: UNLIMITED TOLL-FREE TELEPHONE CONSULTATIONS

The Covered Person may receive toll-free telephone consultations on unlimited legal matters, personal and/or business, to the extent that the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally, if, in the Provider Attorney's Professional Judgment, the legal matter cannot be adequately addressed during the telephone consultation, the Provider Attorney will provide up to one (1) hour of legal research concerning the matter. For this consultation and advice, the Covered Person may call the appropriate telephone number listed on the membership card during regular office hours, except on holidays.

BENEFIT II: PHONE CALLS AND LETTERS ON YOUR BEHALF

If the consulting Provider Attorney, in his/her Professional Judgment, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then in that event, the first such letter or telephone call for each non-related personal legal subject matter per Membership Year will be written or made on behalf of the Covered Person. The Covered Person is also entitled to a maximum of two (2) such letters or phone calls per Membership Year on business legal matters with no more than one (1) per subject matter. Any additional telephone calls or letters from the Provider Attorney after the first one (1) per subject per Membership Year will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's standard rate.

BENEFIT III: CONTRACT AND DOCUMENT REVIEW

After consultation, the Covered Person may have reviewed by the Provider Attorney, any personal legal document of ten (10) pages or less in which the Covered Person is a contracting party. Additionally, the Covered Person may have reviewed one (1) business legal document of ten (10) pages or less, per Membership Year, in which the Covered Person is signing on behalf of the business so long as the business is a sole proprietorship owned by the Covered Person. The Covered Person shall mail a copy of the document to be reviewed, retaining the original, together with his/her telephone number, to the Provider Attorney. The Provider Attorney will review the copy and thereafter advise the Covered Person by telephone.

BENEFIT IV: MORTGAGE DOCUMENT ASSISTANCE

The Named Member and Named Member's spouse are entitled to have any and all mortgage loan documents, as may be required by the lending institution and not otherwise provided or prepared by the seller, lender or other third party, prepared by the Provider Attorney, as required by state law. All information necessary for the preparation of the documents must be provided to the Provider Attorney at least three (3) business days prior to the closing date. Legal services under this benefit are available once each Membership Year for the Named Member's primary residence. Any documents prepared by a third party may be reviewed by the Provider Attorney prior to closing, provided they are submitted to the Provider Attorney at least three (3) business days prior to the closing date. This benefit does not include review of the Abstract and preparation of a Title Opinion thereon nor the Provider Attorney's presence at closing. Any and all costs and expenses payable in connection with the loan; any and all costs and expenses required to be paid by the lender in advance; benefit charges; recording/transfer charges; survey and pest inspection charges; attorney, notary, closing charges, and any other settlement charge required by law to be disclosed in a settlement statement prepared in accordance with state law will be the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT V: UNCONTESTED SEPARATION

The Named Member is entitled to representation by the Provider Attorney for an uncontested legal separation or uncontested civil annulment if available in the state of the Named Member's primary residence. Uncontested separation is defined as a separation where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney. Benefits for a contested separation or contested civil annulment are available at a twenty-five percent (25%) discount from the Provider Attorney's standard rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested legal separation or uncontested annulment becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VI: UNCONTESTED DIVORCE

The Named Member is entitled to representation by the Provider Attorney for an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Named Member or Named Member's spouse is represented by separate counsel and all issues are agreed upon by the parties, in writing, without the negotiation by the Provider Attorney, net material assets of the marriage are under \$100,000 and no division of retirement benefits is applicable. If the court with jurisdiction over the divorce action changes any term of an agreed upon decree, the divorce shall be considered contested unless both parties to the divorce agree to accept the court's order. Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These services are provided at the twenty-five percent (25%) discount rate. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested divorce becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or Named Member's spouse.

BENEFIT VII: UNCONTESTED ADOPTION

The Covered Person is entitled to an uncontested adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption, all required consents are attainable and the adoption is not contested or challenged. If, in the Provider Attorney's Professional Judgment, the Provider Attorney determines an uncontested adoption becomes contested, subsequent benefits will be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person. Guardianship proceedings are specifically excluded under this benefit.

BENEFIT VIII: UNCONTESTED NAME CHANGE

The Covered Person is entitled to an uncontested name change prepared by the Provider Attorney. Uncontested name change is defined as a name change where all consents are attainable and the name change is not contested or challenged. This benefit includes the preparation for and attendance, if required, at the

initial hearing to obtain the change in name. Preparation for and work required for the publication are available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Covered Person.

BENEFIT IX: HEALTH CARE POWER OF ATTORNEY

The Named Member and Named Member's Spouse will be entitled to have a Health Care Power of Attorney prepared according to their instructions and which conforms to state law. Execution and storage of the Health Care Power of Attorney shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Health Care Power of Attorney to make any changes thereto which are necessary.

BENEFIT X: DIRECTIVE TO PHYSICIAN

The Named Member and Named Member's Spouse will be entitled to have a Directive to Physician / Living Will form prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Covered Person. The Named Member and Named Member's Spouse shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Directive to Physician/Living Will to make any changes thereto which are necessary.

BENEFIT XI: WILL PREPARATION

The Covered Person is entitled to have a standard Last Will and Testament prepared by the Provider Attorney. Trusts are available at the twenty-five percent (25%) discount rate. Any Covered Person desiring a Last Will and Testament should complete a Will Questionnaire and return it by mail to the Provider Attorney. Execution and storage of the Last Will and Testament shall be the sole responsibility of the Covered Person (Testator).

The Covered Person shall be entitled once during each Membership Year to have the Provider Attorney review his/her Last Will and Testament and make any changes which are necessary. The Covered Person has the sole responsibility to initiate the annual review and such review rights do not accrue from year to year.

BENEFIT XII: MOTOR VEHICLE RELATED BENEFITS

Legal services requested under Benefit XII are available fifteen (15) days after the Effective Date of this Contract. Any matter arising or reasonably anticipated or foreseeable prior to the expiration of the fifteen (15) day waiting period shall be considered a pre-existing condition and will not be covered.

If the Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the owner of said vehicle, shall have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following services from the Provider Attorney, in the court of original jurisdiction.

A. Defense of all moving traffic violations during the Membership Year. The Provider Attorney must have five (5) business days notice for court representation or benefits will not be available.

B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.

C. A total of two and one-half (2-1/2) hours of attorney time in each of the following situations:

1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the Department of Public Safety or the Department of Motor Vehicles in a situation where a right to appeal is provided by statute.
2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters.
3. When legal assistance is needed to reinstate or maintain a driver's license because of medical reasons.

D. Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit, to collect all personal injury and property damage claims of \$2,000.00 or less for personal injuries or property damages received as a result of the Covered Person driving, riding in, or being struck by any motor vehicle or boat. Such assistance is limited to two and one-half (2-1/2) hours of attorney time per claim.

E. Exclusions:

1. Pre-existing Conditions as defined in the General Provisions of this Contract.
2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.
3. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.
4. Any traffic tickets received while driving a commercial vehicle. A commercial vehicle is defined as any vehicle with more than two (2) axles and with a gross vehicle weight exceeding 7,500 pounds.
5. Hit and run related charges, leaving the scene of an accident or similar charges.
6. Charges where the Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration or inspection.

BENEFIT XIII: TRIAL DEFENSE BENEFIT

A. If the Named Member or Named Member's spouse is the named defendant in a covered civil action or in a covered criminal action as defined herein, filed in a state or federal district court, the Provider Attorney will provide benefits according to the following schedule. For the specified Covered Person to receive legal services under this benefit, the criminal action must be one which arises as a result of the Covered Person's conduct within the scope of his or her legal employment.

B. During the first Membership Year, the legal services under this benefit shall be limited to the provision of a total of sixty (60) hours of attorney time. Of that total of sixty (60) hours, a maximum of two and one-half (2-1/2) hours will be provided for any and all legal services rendered in defense of the covered lawsuit prior to its actual trial, such as conferences with associated parties and their attorneys or agents, telephone conversations or other efforts to settle cases, pre-trial conferences, settlement conferences prior to trial, court appearances, interrogatories, depositions, briefs and pleadings.

Total benefits provided under the Trial Defense Benefit shall not exceed the annual aggregate per membership amount of sixty (60) hours the first Membership Year.

C. In each subsequent Membership Year, the legal services available under this benefit increase as follows:

1. Second Membership Year: 120 hours of trial time, which includes 3 hours of pre-trial time.
2. Third Membership Year: 180 hours of trial time, which includes 3-1/2 hours of pre-trial time.
3. Fourth Membership Year: 240 hours of trial time, which includes 4 hours of pre-trial time.
4. Fifth Membership Year: 300 hours of trial time, which includes 4-1/2 hours of pre-trial time.

D. Exclusions:

1. This benefit does not cover defense of claims or charges relating to alcohol, drugs, substance

abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit and run charges or leaving the scene of an accident.

2. This benefit does not cover any criminal or civil charge against the Covered Person which arises as a result of the ownership, management or association with a business, partnership or corporation. This does not exclude lawsuits filed as a result of the Covered Person's direct action necessary to employment, ownership or association. Example: A suit filed against a store owner who removed an irate customer disturbing the normal flow of business would be covered.

3. This benefit provides legal services for only the Named Member and Named Member's spouse permanently residing with Named Member. Dependents are not covered by this Trial Defense Benefit.

4. This benefit does not provide for assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related matters, to bankruptcy proceedings, or any other matters for which benefits are provided under Benefits XII and XIV of this Contract.

5. Class actions or interventions or amicus curiae filings or class actions filed in which the Covered Person is a party or potential party are excluded.

6. Pre-existing Conditions are excluded under this benefit. Pre-existing Conditions for Benefit XIII are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even though the lawsuit was not filed until after such date.

7. Any claim, defense, or legal position which, in the opinion of the Provider Attorney, will not prevail in court.

8. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.

9. Any civil or criminal charge against the Covered Person while driving a commercial vehicle with more than two (2) axles will be excluded under this benefit.

10. This benefit does not cover garnishment, attachment or any other post judgment relief action. The Provider Attorney will provide services in accordance with the Contract up to the point of final judgment by court of record.

BENEFIT XIV: IRS AUDIT LEGAL SERVICES

A. The Covered Person will receive up to fifty (50) hours of professional services from the Provider Attorney when he/she is notified in writing by the Internal Revenue Service (IRS) of an audit of his tax return or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage begins with the return due on April 15 of the year this Contract is effective.

C. Legal services to be provided as follows:

1. Up to one (1) hour of professional services from the Provider Attorney within the first thirty (30) days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited or when requested in writing to appear at the offices of the IRS concerning his tax return.

2. Up to two and one-half (2-1/2) hours beginning on the thirty-first (31) day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and/or professionals, and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of forty-six and one-half (46-1/2) hours in professional time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS.

D. Exclusions:

1. Garnishment, attachment or any other post judgment relief action.
2. Class actions or interventions or amicus curiae filings.
3. Charges of tax fraud or income tax evasion.
4. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Covered Person's tax returns.
5. Pre-existing Condition(s) which is any event, investigation or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date of this Contract.
6. Services rendered by an enrolled agent are not coverable.
7. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

BENEFIT XV: IN-OFFICE CONSULTATION

The Named Member and/or Named Member's Spouse are entitled to one (1) hour of in-office consultation per Membership Year at the main office of the Provider Attorney.

BENEFIT XVI: ALL OTHER LEGAL WORK

The Covered Person will receive all other legal work at a twenty-five percent (25%) discount from the Provider Attorney's standard rate.

All the above Benefits are a part of and are subject to all General Provisions of this Contract.

GENERAL PROVISIONS

A. **Named Member:** The person executing this Contract, who shall be a natural person, is the "Named Member."

B. Covered Person Shall Include:

1. The Named Member.
2. The Named Member's spouse.
3. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 21 years of age who are permanent residents of the Named Member's household. The term unmarried for the purpose of this Contract is defined as persons who have never been married.
4. Any child under 18 years of age for whom the Named Member, or the Named Member's spouse, is the legal guardian.
5. Any unmarried dependent children of the Named Member, or the Named Member's spouse, under 23 years of age who are full-time students.
6. Any dependent child, regardless of age, who is incapable of sustaining employment by reason of mental or physical disability and is chiefly dependent upon the Named Member, or the

Named Member's spouse, for support.

7. The term dependent for the purpose of this Contract is defined as the natural or adopted child of the Named Member, or the Named Member's Spouse, unless otherwise specified in this Contract.

C. **Licensed Motor Vehicle:** Any properly licensed and insured motor vehicle, except commercial vehicles with more than two (2) axles.

D. **Contract:** Any reference to "Contract" herein refers to this legal service contract between the Company and the Named Member.

E. **Availability of Benefits:** Not all benefit provisions are available in every state. A Covered Person is entitled to the benefits outlined in this Contract only to the extent such benefit is available and permitted by the laws of the state having jurisdiction over the legal matter.

F. **Entire Agreement:** This Contract represents the entire agreement between the Named Member and the Company.

G. **Provider Attorney:** Provider Attorney is defined as a law firm designated by the Company to provide the benefits described in this Contract.

H. **Territory:** This Contract provides services within the United States.

I. **Effective Date:** The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

J. **Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. Should the Named Member cancel the Contract, either in writing or by non-payment of membership fees, the Eligibility Period shall terminate on the date the membership is no longer paid current to the Company.

K. **Membership Year:** Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one (1) year thereafter, and each one (1) year period thereafter while this Contract is in force.

L. **The Company:** Any reference to the "Company" in this Contract refers to Pre-Paid Legal Services, Inc.

M. **Pre-existing Conditions:** Pre-existing Conditions under the terms of this Contract mean acts or occurrences that existed or conditions which were reasonably anticipated or foreseeable prior to the Covered Person's enrollment. Pre-existing Conditions are also defined as those acts which give rise to the issuance of a citation for a moving violation and which are alleged to have occurred prior to fifteen (15) days after the Effective Date of the Contract, even though the citation might not be issued until after fifteen (15) days following the Effective Date of the membership.

N. **Exclusions:** All acts or omissions otherwise giving rise to coverage if such acts or omissions were performed in the commission of any crime under any municipal ordinance or state or federal statute, except as otherwise specifically provided for and covered under Benefits XII and XIII of this Contract. This Exclusion does not apply to legal services provided under Benefits I or XVI of this Contract.

O. **Specific Exclusions:** The following items are specifically excluded and shall not be interpreted as included benefits:

1. Any action, proceeding or dispute relating to the Named Member's employment.
2. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, any out-of-pocket expense, and any matter which the Provider Attorney determines is raised an inordinate or unreasonable number of times without substantial change of circumstances.

3. Any person or entity who initiates or participates in a lawsuit against Pre-Paid Legal Services, Inc. or any of its subsidiaries, or is named as a defendant or respondent in a lawsuit initiated by Pre-Paid Legal Services, Inc. or any of its subsidiaries, shall be specifically excluded from receiving any of the benefits under any benefit of this Contract, during the pendency of such lawsuit or until its resolution.

4. Any action, proceeding or dispute between the Covered Person and the Provider Attorney.

P. Attorney-Client Contract: All services provided under any benefit herein, except Benefit I, shall be subject to the terms of an Attorney-Client Contract to be executed by the Covered Person prior to the time services are rendered, which contract shall require payment of anticipated costs and payment of a retainer to the Provider Attorney to cover reasonably anticipated legal services not covered by this Contract. All determinations of retainers and anticipated costs to be incurred shall be made in the sole discretion of the Provider Attorney, and eligibility for receipt of benefits hereunder is contingent upon payment of same prior to commencement of legal representation by the Provider Attorney.

Q. Attorney of Choice: If the Covered Person wishes to secure the services of an attorney of his/her choice for any matter arising under this Contract, the Covered Person must contact the Provider Attorney before contacting the attorney of his/her choice. The Provider Attorney and the Attorney of Choice shall enter into a contract before services are rendered, such contract setting forth the fees to be paid by the Provider Attorney to the Attorney of Choice which fees shall be the normal capitated rate paid to the Provider Attorney. If the Attorney of Choice accepts such contract, the Covered Person will be responsible to the Attorney of Choice secured by the Covered Person for any charges other than those covered by the normal capitated rate paid by the Provider Attorney to the Attorney of Choice.

R. Provider Attorney's Professional Judgment: It is within the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any benefit of this Contract presents a frivolous or otherwise unmeritorious claim or defense including decisions to take any contingency case or to appeal any judgment or decision. The Provider Attorney reserves the right to make independent professional judgments regarding presentation of same. The Company will in no way influence or attempt to affect the rendering of professional services of the Provider Attorney, that prerogative being reserved by the Provider Attorney.

S. Examination Right: The Named Member shall have ten (10) days after delivery to examine the Contract and, if the Named Member is not satisfied with it for any reason, the Named Member may return the Contract and have the paid premium refunded. Upon return of the Contract to the Company or the agent through whom it was purchased, within ten (10) days of delivery, the Contract shall be void from the beginning and the parties shall be in the same position as if this Contract had not been issued.

T. Cancellation of Contract: The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Attorney determines, in its professional and independent judgment, that the Named Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Company shall notify the Named Member in writing of any such cancellation. All benefits will automatically terminate at the end of the Eligibility Period. The Named Member may cancel the Contract at any time by giving written notice to the Company. Upon written request, the Named Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Named Member. In the event of cancellation by the Company, only those events reported in writing to the Provider Attorney during the Eligibility Period are covered.

U. Settlement of Disputes: All disputes or claims relating to the Company, this Contract, any Company products or services or any claims or causes of action between you and the company, and any of the Company's officers, directors, employees or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection. If you file a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, you may do so only on an

individual basis and not with any other member or as part of a class action. In the event that a provision of this Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Contract will remain in full force and effect.

V. **Application:** No statement made by the Named Member in his application for this Contract shall void this Contract or be used in any legal proceeding hereunder unless the application or an exact copy thereof is attached to this Contract.

W. **Duplication of Coverage:** A Covered Person may not secure services from the Attorney Provider for the same matter under more than one of the Company's or its subsidiaries' or affiliates' contracts, no matter how many such contracts the Covered Person owns. Once a Covered Person has been determined to be entitled to legal services under any benefit of this Contract, the Covered Person shall communicate only with the specific attorney or attorneys handling those legal services rather than utilizing the legal services available under any other benefit for that legal matter. This limitation is provided to facilitate the most effective representation of the Covered Person.

X. **Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and unless such change is endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A thirty (30) day notice will be given should there be any change in this Contract.

Y. **Reinstatement Procedure:** The Covered Person may reapply for this Contract after cancellation. The Company, at its option, may reinstate this Contract upon payment by the Covered Person of the appropriate fee, without change in the Contract. Benefits are not available for any act or occurrence during the lapse period.

Z. **Change in Fees:** The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Named Member will be given a thirty (30) day written notice at the Named Member's address according to the records of the Company.

A handwritten signature in black ink, reading "Harold C. Stonecipher". The signature is written in a cursive style with a long horizontal line extending from the end of the name.

Chairman of the Board

LEGAL SHIELD ADDENDUM

This Addendum is to be attached to and form a part of your family plan membership number. In addition to the services covered by the aforementioned family plan, members shall be entitled to the benefits set forth in this Addendum as follows:

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney in the event of the following:

1. The Covered Person is detained by a Law Enforcement Officer.
2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official capacity regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.
3. The Covered Person is involved in an accident that results in bodily harm or physical injury to the Covered Person.
4. The Covered Person is served with a warrant.

ADDITIONAL PROVISIONS

- A. This Addendum is subject to the General Provisions of the aforementioned family plan.
- B. As used herein, a "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official capacity or private security personnel in the course of such person's employment.
- C. As used herein, "detention" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer, official government representative as defined above or private security personnel in the course of such person's employment, and may include the presentation of any warrant, or questioning by officials.
- D. These benefits are available subject to the following exclusions:
 1. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.
 2. Assistance in making, posting, or obtaining bond, bail or other security required for release.
 3. Detention or arrest arising from alleged domestic violence, child abuse, sexual abuse or misconduct, or alleged stalking.
- E. The telephone access provided in this Addendum is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.



PRE-PAID LEGAL SERVICES, INC.

Serving North American Families Since 1972

CORPORATE OFFICES: ONE PRE-PAID WAY • ADA, OKLAHOMA 74820 • (580) 436-1234 • WWW.PREPAIDLEGAL.COM

IMPLEMENTATION SCHEDULE

Pre-Paid Legal Services, Inc. Corporate Office along with the Group Benefit Specialist assigned to service your group stand ready to make the implementation process effective and efficient. The outline below is a tentative schedule that will be customized to meet your company's personal needs.

1. Once the Pre-Paid Legal Services, Inc. has been awarded the opportunity to provide your employees with legal services, an initial meeting between your company's representatives and our Group Benefit Specialist will be set. During this meeting the following will be addressed:
 - a. Signature of the authorizing officer will be secured for authorization of payroll deduction
 - b. Establish employee enrollment meeting dates, times and locations
 - c. Establish communication materials needed to announce enrollment and establish dates when your company would like to have these materials in hand
2. If applicable, a website for enrollment will be completed within 8-10 business days of the initial meeting.
3. A conference call will be set-up and initiated by Pre-Paid Legal Services Group Billing Department with your company representatives at your company's convenience to address any concern in regards to electronic enrollment, billing, scheduling and any other administrative concerns.
4. Group Benefit Specialists will provide communication materials to your group and distribute them in compliance with your company's regulations.
5. If online enrollment is to take place, the login and password will be provided to your company representative for distribution to your employees.
6. If onsite enrollment is elected by your company, Pre-Paid Legal Services, Inc. will provide a Group Benefit Specialist on location to conduct enrollment meetings. These meetings will last approximately 20 minutes and will include an explanation of benefits, information concerning the Provider Law Firm and instruction on how to access assistance from the firm. Enrollment is completed once a one-page membership application is filled out. At that point, each new member is given a Temporary Membership Packet includes written instructions on how to contact the Provider Law Firm and Customer Service at the Corporate Office. It also includes temporary enrollment cards that your employees may place in their wallet or purse to ensure that the attorney information is always at hand.
7. Formal membership packets consisting of will questionnaires, a copy of the membership contract listing all the benefits available under the membership, and permanent membership cards will arrive via mail to each member's home address within two weeks of enrollment.
8. Within thirty days of the establishment of the group, a managing partner with the Provider Law Firm will contact your company's contact person for a formal introduction and welcome.

PLEASE NOTE: All communication and membership materials are provided to your company and its employees at no cost to your company.