Master Plan Contract

In consideration of the payment of Monthly Fees and subject to all the terms of this Contract, Legal Resources of Virginia, Inc. ("Legal Resources") agrees to make available legal services described herein to any person enrolled hereunder (herein called “Primary Member” or “Member”). The Monthly Fee for the Legal Resources Legal Services Plan per Primary Member, spouse, and children (Members) is defined in the Plan Sponsor’s specific enrollment materials. This Contract is subject to the laws of the jurisdiction in which it is delivered to the Primary Member. Coverage afforded is only with respect to the Form (VA 010/98), rev 12/15 mod 2, indicated in the Contract issued to the Primary Member. The limit of Legal Resources’ liability shall be as stated therein. Provisions contained in subsequent pages hereof form a part of this Contract as fully as if recited in their entirety.

IN WITNESS WHEREOF, Legal Resources has caused this Master Plan Contract to be executed at its home office in Virginia Beach, Virginia, on the effective date as stipulated by the Plan Sponsor’s specific enrollment materials.

I. INTRODUCTION

The Legal Resources Plan has been established to make available legal services at a reasonable cost. The legal services described herein shall be available to the Primary Member, his/her spouse and qualifying dependents (Members) who wish to enroll and pay a Monthly Fee. The Plan is to be administered by Legal Resources of Virginia, Inc., which shall be referred to as “Legal Resources” or “Plan Administrator”.

II. DEFINITIONS

1. **AGENT** - Agent of the Plan Administrator who solicits Primary Members.
2. **ATTORNEY(s)** - any person licensed to practice law in their Covered Area.
3. **DE NOVO** - a new or a retrial of a previously tried matter.
4. **DISTRICT COURT** - Lower level courts defined by state law.
5. **ENROLLMENT FORM** - the electronic or paper agreement submitted by the Primary Member wishing to participate in the Plan and accepted by the Plan Administrator.
6. **MONTHLY FEE** - the amount paid for services offered.
7. **PARTICIPATION AGREEMENT** - the agreement between Legal Resources and an employer, union, group or other association.
8. **PLAN** - Legal Resources Master Plan Contract.
9. **PLAN ADMINISTRATOR** - Legal Resources of Virginia, Inc.
10. **PLAN ATTORNEY** - Attorney who has entered into an agreement with Legal Resources to provide legal services.
11. **PLAN LAW FIRM** - Law firm that has entered into an agreement with Legal Resources to provide legal services.
12. **PLAN SPONSOR** - an employer, union, group, association, which has entered into a Participation Agreement.
13. **PRIMARY MEMBER** - the individual applying for Legal Resources coverage on the Enrollment Form as offered by their Plan Sponsor.
14. **MEMBER** - the Primary Member, spouse and qualifying dependents named by the Primary Member on the Enrollment Form.

The Legal Resources Master Plan is licensed by LEGAL RESOURCES OF VIRGINIA, INC.

[Form VA 010/98, rev 12/15, mod 2]

III. PARTIES TO WHOM SERVICES ARE AVAILABLE (MEMBERS)

The legal services provided by the Plan Attorney shall be available to the following (if identified on the Enrollment Form):

1. Primary Member.
2. Spouse residing in same residence.
3. Unmarried child (including adopted, step, and foster child) under 19 years of age who has the same address as the Primary Member and/or is dependent upon Primary Member for support and maintenance.
4. A widow, widower, or child of a deceased Primary Member (who was enrolled at the time of death), except as to matters arising out of Primary Member’s death, in which case the individuals shall be considered dependents until the matters are concluded.
5. An unmarried child (including adopted, step, and foster child) under 23 years of age, or as defined on the Plan Sponsor’s specific enrollment form and/or materials and/or outlined in the Plan Sponsor’s Participation Agreement, who is dependent upon Primary Member for support and maintenance and is enrolled in a recognized full-time course of study at high school or college. A full-time college course of study is defined as 12 or more credit hours per semester.

IV. GENERAL PROVISIONS

The obligations of Plan Attorneys providing services under this Plan shall be solely to their Members. Plan Attorneys shall maintain the confidentiality of the attorney-client relationship in accordance with the Code of Professional Responsibility.

Plan Attorneys shall refuse to provide services in any matter they believe to be clearly frivolous, non-meritorious, vexatious, constitute a conflict of interest, of a non-material or non-consequential nature, contrary to public policy, or which would violate the Code of Professional Responsibility.

It is expressly understood that all costs related to any legal matter including court filing fees, sheriff fees or service of summons or other processes, deposition and discovery costs, fines, penalties, or damages assessed, will be borne and paid directly by Member in advance to Attorney, before Attorney is required to represent Member. It is further understood that Member will be required to reimburse Attorney for all travel expenses outside a 40 mile radius of his/her office, long distance telephone calls, photocopying, or any other out of pocket expenses incurred by Attorney.

In the event that Primary Member terminates participation in the Plan for any reason and has met the obligations as defined in the Enrollment Form, the legal services provided to Member(s) shall be ended. In such event, as to any active matters, Plan Attorney involved shall complete the proceeding if the Primary Member has met the obligations as stated in the Enrollment Form. At the discretion of Legal Resources, failure to remit the Monthly Fee within the agreed upon time frame may result in termination of Members’ participation in the Plan, but will not relieve Primary Member’s financial obligation per the terms and conditions of enrollment.
SUMMARY OF SERVICES

The duties and responsibilities of the Plan Attorney to the Primary Member and Members (where applicable) shall consist of the following legal services:

1. General Consultation and Advice: To be provided at Plan Attorney’s office or by telephone as deemed appropriate by Plan Attorney regarding general legal issues covered under the Summary of Services. For matters listed under the Expanded Coverage Benefit, up to one (1) hour of initial consultation is provided. Any other consultation and advice will be at the discretion of Plan Attorney, and may be billed at his/her discounted rate as provided for in the Expanded Coverage Benefit.

2. Preparation and Review of Legal Documents: Preparation and review of routine legal documents including but not limited to specific and general powers of attorney, financial powers of attorney, bills of sale and affidavits.

3. Consumer Relations: Member representation in connection with any action which may be brought in the District Court against a manufacturer, distributor, service agency or retailer for defects in any merchandise, article or service or in a recovery on any warranty or guarantee whether implied or expressly given in connection with the sale of any merchandise, article or service, where such claim is in excess of $400. Personal injury claims as a result of such defects are specifically excluded.

4. Credit Protection: Consultation, advice, and preparation of clarification letter(s) relating to billing disputes and collection agency harassment. District Court representation is provided if applicable. This does not include credit recovery action(s) or extensive credit negotiations.

5. Preparation of Will and Related Documents: Preparation, revision and periodic review of Will. Will is defined as a Will with reasonable number of direct bequests of money and/or property, and which may include a simple contingent trust provision for minor children in the event of the death of both parents. These services do not include Wills requiring the creation of other types of trusts. This Will may include, at Member’s request, an Advanced Medical Directive, Medical Durable Powers of Attorney, and the preparation of Living Wills and Financial Powers of Attorney. This coverage is for Primary Member and spouse only and is not transferable to dependent children.

6. Estate Advice: Plan Attorney will also provide advice in connection with problems that Members may encounter as beneficiaries, administrators, or executors with respect to any estate, provided that the estate is not of a size to require the filing of a Federal estate tax return. However, this provision shall not require Plan Attorney to act as administrator or executor of such estate.

7. Elder Law Matters: Elderly parent powers of attorney will be provided in accordance with Plan Attorney’s professional and ethical requirements where parent is granting Member power of attorney. Elderly parent powers of attorney do not include estate matters, gifting, disclaimers and creation of trusts and all such documents.

8. Civil Actions (Plaintiff): Representation as a plaintiff in connection with the filing of a civil action subject to the jurisdiction of the District Court. Representation shall be limited to action in the District Court. Claim must exceed $400. Collection of judgments covered under the Expanded Coverage Benefit. No representation shall be available under this item for any action that the Plan Attorney deems as either non-meritorious, calculated to be vexatious only, of a non-material or non-consequential nature, or which would be contrary to public policy.

In the event any damages are recovered or some form of monetary benefit is received, the first One Thousand Dollars ($1,000) of any such recovery shall be free from any fee assessment by Plan Attorney. The One Thousand Dollar ($1,000) exclusion does not apply to Personal Injury Claims (see Personal Injury Box). With respect to any excess, however, a contingency fee may be assessed by prior written agreement between Member and Plan Attorney. If legal fees are awarded by either statute, rule of court, or contract, Plan Attorney shall be entitled to the full amount of such fees.

9. Civil Actions (Defendant): Representation in connection with any civil action in which Member is named as a defendant, at the District Court only. Claim must exceed $400. This excludes cases where Member is provided legal representation through insurance or other indemnification arrangements.

10. Domestic Adoptions: (1) Representation of Member as adopting step-parent in an uncontested adoption; (2) representation of Member as adopting family member with parental consent in uncontested adoptions of family members; and (3) representation of Member as adopting parent or step-parent in an uncontested adoption previously recommended by a licensed child placement agency. These services include change of name of adopted child. This does not include other private adoptions where the Court functions as agency representative. An uncontested adoption is defined as an adoption in which all necessary parties affirmatively consent to, or affirmatively waive their rights to oppose the adoption by signing a consent form. Necessary parties who cannot be located and must be provided with notice of the adoption should not be deemed to have consented to the adoption.

11. Name Change: Simple uncontested name change.

12. Uncontested Divorce: Primary Member only shall be entitled to representation in connection with any uncontested divorce proceeding or separation, including preparation of Separation Agreement and filing of the Bill of Complaint for divorce, separation or annulment and other services necessary for termination of the relationship. Uncontested divorce refers to initiating a no fault divorce which will include a Property Settlement Agreement reconciling all equitable distribution, property issues, and child custody, support and visitation issues, signed by your spouse. It includes the draft of one proposed Property Settlement Agreement meant to resolve all issues. It does not include multiple drafts of Property Settlement Agreements with the exception of correcting (a) clerical errors and (b) minor revisions. In the event of a contested divorce/separation matter or family law issues which arise subsequent to the divorce/separation, representation by Plan Attorney will require a separate fee as stated under the Expanded Coverage Benefit.

Preparation of Qualified Domestic Relations Orders, pre-nuptial agreements, or representation in any separate family law matters involving child custody, visitation, and support, spousal support, or contested adoption, may be available under the Expanded Coverage Benefit.

13. Real Estate Transactions (Closings): Primary Member is entitled to legal assistance and representation in connection with the sale, purchase and/or refinancing of Primary Member’s primary dwelling. If purchasing or refinancing, this includes representation in relation to the primary family dwelling. Representation for purchases will be on either the purchase and closing of the lot, or the closing on a construction loan, or the closing on a permanent mortgage, but not each individually unless they are combined into a single closing. If selling, this includes contract review and deed preparation for the Primary Member. The real estate benefit is not transferable to dependents or non-members involved in the transaction. This shall not include representation nor negotiations to secure the transfer or financing, nor the performance of any title search or surveys, nor situations involving special circumstances (such as liens or title issues) as deemed by Plan Attorney (see Expanded Coverage Benefit). Representation will not be provided in Real Estate cases where closing services are provided for Primary Member by a builder, real estate agent, title company, etc. However, if circumstances develop in the closing which leave Primary Member without representation, Plan Attorney will provide representation.

Plan Attorney is not responsible for administrative costs associated with the closing. A minimum $50 administrative fee will be charged to cover non-attorney costs.

14. Non-Sale Real Estate Transactions (Deeds): Review and preparation of quit claim deeds, and deeds of transfer, provided the legal work requested is for Member.

15. Insurance Matters: Representation of Member in connection with any claim against his or her insurer by reason of failure to provide or pay the benefits as contracted for and general advice as to interpretation of any policy provision. Includes: Accident and Health, Life Annuity, Fire, Automobile and Homeowners. Litigation limited to District Court. In the event of litigation, the conditions set forth in item B (Plaintiff) shall apply.
16. **Tenant-Landlord Matters**: Representation of Member as tenant in connection with any claims or controversies arising out of a tenant-landlord relationship with respect to Member’s apartment or dwelling which is the Member’s principle place of residence. Litigation limited to the District Court only.

17. **Landlord-Tenant Matters**: Up to one (1) hour of initial consultation and advice on matters involving Primary Member as landlord. This will include preparation of a “five-day pay or quit” letter and advice for filing a Motion for Judgment. Court representation may be provided under the Expanded Coverage Benefit at the discretion of Plan Attorney.

18. **Traffic Violations**: Representation before the District Court for infractions and misdemeanor traffic offenses for Member with a valid driver’s license not subject to restriction or suspension at the time of the offense (See Expanded Coverage Benefit). Alcohol or controlled substance related traffic offenses are limited to first offense only.

19. **Criminal Violations**: Representation of Member in misdemeanor matters as defendant through trial in the District Court.

20. **Defense of Juveniles**: Representation of Primary Member’s minor dependent children in misdemeanor proceedings in District Court, Juvenile and Domestic Relations Court, or Family Court. For offenses involving alcohol or illegal drugs, representation is limited to the first offense only. Subsequent offenses, felonies, and/or felony related charges excluded. (See Expanded Coverage Benefit).

21. **Local Administrative Proceedings**: Consultation, advice and representation if applicable, at the initial hearing, with respect to civil administrative proceedings, by or against any local government commission or local government board such as zoning or property disputes.

### NON-ATTORNEY COSTS

Member is responsible for all non-attorney costs (i.e.: filing fees, court costs, mileage, postage, phone calls, etc.).

### PERSONAL INJURY 25% CONTINGENT FEE

Consultation and review for Member in connection with a personal injury claim as plaintiff. Attorney will evaluate all factors and determine, at Plan Attorney’s discretion, whether or not representation will be provided. If Plan Attorney represents Member and any damages are recovered or a monetary benefit is received, a contingent fee of twenty-five percent (25%) will be assessed by Plan Attorney. The One Thousand Dollar ($1,000) exclusion under item 8 does not apply.

Federal Court, Appellate Court, Supreme Court, Medical Malpractice claims and products liability claims may require a separate fee arrangement based upon the mutual agreement of Member and Plan Attorney. Member will be responsible for all non-attorney costs.

### MASTER PLAN EXCLUSION

Employee/Employer Grievances or disputes with your employer. Since your employer is the participating sponsor or is providing the payroll deduction, you may not use the Plan in a dispute with your employer.

### MASTER PLAN EXCLUSIONS (continued)

No benefits or services of any kind are provided under the Master Plan Contract where the following circumstances are present:

A. Controversy or proceeding between Plan Administrator and any party to the Plan.

B. Consultations, civil or criminal legal actions, any part of which: (a) involve Plan Sponsor of this coverage; or (b) relate to employment.

C. In controversies or any matter between Primary Member and spouse or dependents, only Primary Member is covered.

D. Any legal matter which might involve or name a Member, but the legal work, advice, or action requested is for the benefit of a non-member. Except in the event of elderly parent powers of attorney as set forth under item 7.

E. Any matter between Member and Plan Attorney.

F. Legal actions against Legal Resources of Virginia Inc., Legal Benefits Inc., affiliated companies, agents, administrators, or which involve disputes associated with the Plan.

### EXPANDED COVERAGE BENEFIT

A TWENTY-FIVE percent (25%) savings on customary and usual attorney fees and/or legal assistant or paralegal fees applies for the following matters:

- Pre-Existing matters. The matter requiring legal services originated prior to the effective date on the Enrollment Form and involved either (1) the commencement of any legal action or legal proceeding by or against Primary Member including the issuance of a summons; or, (2) the prior retention by Primary Member of the services of another attorney or mediator; or, (3) the signing of a real estate contract or separation agreement prior to membership.

- Probation Violations, Bond Hearings and/or violations of existing court orders, and capias charges (failure to appear).

- Immigration - Specialty consultation fee of $100 for one (1) hour consultation session is Member’s responsibility. This fee may be applied to attorney fees if further representation is provided. Service provided only where immigration Plan Attorneys are available.

- Defense of criminal actions which involve the use of alcohol, illegal drugs or fire arms, except alcohol or controlled substance related traffic offenses as set forth under item 18 and juvenile first offenses as set forth under item 20.

- Any matter not specifically covered under the Summary of Services herein.

Where specialized attorney services are available, Plan Attorney will evaluate all factors before representation will be provided.

### PERSONAL AND FAMILY MATTERS

Preparation of Qualified Domestic Relations Orders, contested family law issues, pre-nuptial agreements, Parental Placement Private Adoptions, re-adoptions, adoptions that originated outside the United States, protective orders/peace orders, guardianships, bankruptcy filing, estate representation, elder law, felonies, expungements, applicable DUI and/or traffic offenses, collection of judgments, tax law issues, securities law issues, appellate court proceedings, removals, appeals, trials de novo, and federal court proceedings.

### REAL ESTATE MATTERS

Civil actions and disputes not tried in District Court. These include matters evolving from a real estate closing such as a dispute with builder and/or breach of contract. Other matters include specialized property rights, adjacent property acquisitions, home equity/improvement matters, refurnishment requirements, second homes and rental property.

### SMALL BUSINESS MATTERS

Representation for Members for routine business or commercial matters. To qualify, business must not exceed $100,000 gross revenue per year.

### COURT AND ARBITRATION REPRESENTATION

Representation as plaintiff or defendant in arbitraged disputes; federal courts and non-covered state courts.

### ADDITIONAL ADMINISTRATIVE PROCEEDINGS

Representation in school board disputes, civil administrative proceedings by or against any state or federal government agency, and family law or other social services disputes, and representation in condo/homeowner associations and other non-government entity disputes.
In addition, no Member shall receive legal services from any Plan Attorney if all outstanding fees and costs have not been paid to Plan Attorney who has begun a legal action for Member. In the event that Primary Member’s participation in Plan is terminated or revoked, and even though Member does not have an active matter pending, and has not used any services of the Plan, Primary Member shall not be entitled to a refund of the Monthly Fee previously paid. Likewise, should a Member discharge a Plan Attorney as to any active matter without terminating membership in the Plan, no refund shall be due. The entire basis of the Plan is to provide quality legal services at low cost, and only by application of all fees collected can this be possible.

If Member representation by Plan Attorney will require services over a protracted period of time, Plan Attorney will not be obligated to continue such representation unless payments are currently being made into the Plan. Moreover, services will not be provided for Member if there is evidence of an intent to participate in the Plan for only a short period of time with a view of extracting the maximum amount of services and cash benefits and then terminating participation in the Plan. While the Plan undertakes to provide a wide array of services consistent with a modest monthly fee, the Plan cannot work for the benefit of all if a few thoughtlessly exploit its advantages. Accordingly, Plan Administrator and/or Plan Attorney reserves the right to terminate Member or refuse participation to any person where their participation is effected solely to exploit the services under the Plan, to include Summary of Services, items 8,16,17,18,19 and 20.

Plan Attorney shall have the right to decline representation of Member where the matter is deemed by Plan Attorney to be frivolous, spurious, unethical, or without merit.

Member is responsible for contacting his/her Plan Attorney immediately to discuss the initial scheduled proceeding or court appearance. If Member does not contact their Plan Attorney at least ten (10) days prior to the initial scheduled proceeding or court appearance where such notification is reasonably possible, representation will be provided only at Plan Attorney’s discretion.

Member is responsible for meeting a scheduled appointment. If Member does not meet a scheduled appointment or court appearance without prior notification to Plan Attorney, Plan Attorney is not bound to represent Member on that matter or any related matters. Continued representation in such situations will be at the discretion of Plan Attorney. Furthermore, if Member misses two scheduled appointments with Plan Attorney without cancelling appointments prior to their scheduled time, Plan Attorney shall be entitled to charge Member a $30.00 missed appointment fee.

Member shall be entitled to the benefits provided as stated in this Contract without limitation, provided Member has met the requirements as stated in the Enrollment Form.

An attorney-client relationship comes into being at such time as Member chooses to employ the services of a Plan Attorney. Though the Member’s union, employer, or other association may have signed a Participation Agreement on behalf of its members or employees, the attorney-client relationship exists solely between Member and Plan Attorney.

In the event Member requires legal services, and no Plan Attorney exists in that area, Plan Administrator has no further obligation to Member. Plan Administrator, in the implementation of this Plan, enters into agreements with numerous attorneys who agree to provide stipulated services under the conditions in each type of agreement. In none of these instances does Plan Administrator stand in the position of guarantor as to the honesty, proficiency, accuracy, or resourcefulness of the individual practitioner or firm or practitioners of law. Accordingly, if any Plan Attorney, to whom Member takes a legal problem, performs or omits an act which may give rise to a claim against Attorney, Member’s recourse will only be against individual Plan Attorney or Plan Law Firm handling Member’s legal matter.

As with any attorney-client issue, Member has the right to file a grievance with the appropriate authorities, if Member believes Plan Attorney violated any rule of ethics. Plan Administrator will in no way become involved or interfere with Plan Attorney’s professional handling of those cases that may arise by reason of the attorney-client relationship. However, in the event of complaints from a Member, Plan Administrator will make an inquiry into the complaint. If it is determined that Plan Attorney has not addressed the Member’s needs, arrangements will be made to either resolve the issue or transfer Member to another Plan Attorney.

Nothing in the Plan Contract shall be deemed to interfere with the right of any appropriate authority to discipline Attorneys for violation of any rules or professional conduct relating to honesty, integrity, or fair dealing.

The Plan is designed to provide a wide array of services consistent with a modest monthly fee. In this regard, it is important that Member first consult with their Plan Attorney for all available services. However, no Member is required or obligated to consult with or be represented by a Plan Attorney. Each Member shall remain free to consult with or be represented by any attorney. However, representation outside the Plan Attorney network will be at Member’s own expense.

Member shall communicate directly with Plan Attorney in arranging legal services. Members shall adequately identify themselves as a Plan Member, and be prepared to present his/her membership card to Plan Attorney at the time of any scheduled meeting. Each Plan Attorney is provided with a list of Primary Members and Members entitled to services. Only Members whose monthly fees are current and all outstanding Attorney fees/costs paid, will remain eligible to receive legal services.

V. OPERATION AND ADMINISTRATION OF PLAN

The Plan is administered by Legal Resources, which arranges for legal services for Members through Plan Attorney(s) under contract with Legal Resources. Under the Plan, Legal Resources, as Plan Administrator, will enter into contractual agreements with lawfirms entitled “Attorney Agreements” to provide legal services to Members. Those law firms/attorney(s) who have entered into Attorney Agreements with Legal Resources are known as “Plan Law Firms/Attorneys” and will receive a percentage of the monthly fee of those Members for which the respective attorney(s) is the Plan Attorney. This payment is made monthly to the Plan Law Firm/ Attorney by the Plan Administrator.

Plan Administrator may engage the services of various Agents who shall offer the Plan in the Covered Area to employers, unions, associations and other groups. These Agents may negotiate with interested groups and obtain a Participation Agreement from group management. This establishes the employer/employee relationship within the group, so the Plan may be offered to the employees or eligible members of the group. Once the Plan Sponsor’s Participation Agreement is signed, the Agent enrolls individuals within the group. When a Primary Member leaves his/her Plan Sponsor, they will have a specified conversion period during which they can convert from group to individual coverage.

Plan Administrator shall maintain complete control over all administrative procedures. Plan Administrator may alter, amend or expand the legal services and administrative procedures of the Plan at any time, provided however, that any changes which alter, amend or expand the legal services provided under the Plan shall be effective as of the one year anniversary date of the Enrollment Form. Changes in administrative procedures shall be effective immediately.

Monthly Fee may be paid by group funding, payroll deduction, pre-authorized checking account deduction, or any other method approved by the Plan Administrator.

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