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July 19, 2015

Sent Via Email to: XXXXX

Re: Letter Agreement for Legal Services

Dear XXXXX:

This letter outlines our understanding of the scope of work and the fees that we will charge in connection with our representation of your interests.

1. LEGAL SERVICES INCLUDED. The scope of our services will include all legal activities that you direct us to pursue in connection with XXXXX.
2. OBLIGATIONS OF ATTORNEY AND CLIENT. We will adequately perform the legal services outlined above, while updating you on any and all changes during our representation, and will respond to your inquiries or other communications without undue delay. You agree to be honest and to cooperate with us, keeping us abreast of new developments or changes that could affect your matter or case, particularly any changes in your address, telephone number and/or how to reach you; and you agree to make any and all payments in accordance with this letter agreement on or before the date due.
3. FEES, COSTS AND BILLING. It is understood that we will bill you \$235/hour (Kent) or \$195/hour (Will) for services rendered, plus reimbursable expenses incurred at their actual cost (e.g. mailing costs, filing fees, and copy charges). Hourly rates are charged in increments of tenths (.1) of an hour. If travel is necessary, one-half our hourly rate will be billed for time on the road.
4. RETAINER. It is a condition of our engagement that you fund an initial \$XXXXXX litigation retainer, which amount will be deposited into the law firm's trust account. Until we receive this retainer and a signed counterpart of this engagement agreement, our firm cannot and will not be deemed to have engaged with you as legal counsel in this matter. We will bill for professional legal services and expenses incurred on your behalf against retainer funds on deposit in our trust account. The \$XXXXXX initial retainer must be replenished within 30 business days after we provide notice to you by e-mail that the initial retainer has or will drop below \$1,500.00 based on work performed or anticipated to be performed on your behalf.

If you ever fail to fund or replenish the retainer(s) required by this agreement within the time period described, you agree that we may immediately file a motion with the court(s)

having jurisdiction to withdraw as your legal counsel, which motion may at our option include a copy of this engagement agreement as an exhibit and which motion you covenant not to oppose. In connection with such a filing, our firm will attempt to secure an order of the applicable court(s) that you are not required to file any pleadings or otherwise respond to any legal process in the pending action(s) for a period of 60 days following the entry of the court's order permitting our firm to withdraw as your legal counsel, in order to provide you sufficient time to find substitute legal counsel; provided, however, our inability to secure such an order from the applicable court(s) shall not be grounds for you to oppose our motion to withdraw as legal counsel, or to seek any other remedy against us.

5. **CLIENT'S PROPERTY.** Your legal file and the documents therein, are your property. We shall retain your legal file during the period we represent your interests. Upon completion of our representation, we will, at your request, release to you your file and any of your other property in our possession. If you do not request release at the conclusion of the representation, we will retain your property for a total of seven years before disposing of such property.
6. **CONFLICTS OF INTEREST.** You are hereby informed that the Colorado Rules of Professional Conduct require that before we may commence or continue representation of your interests, we must disclose any actual or potential conflict of interest between yourself and another person or entity represented by this firm. If an actual or potential conflict of interest exists, we may not represent you without your written consent concerning the conflict. At this time, with the exception of Mr. Whitmer's association with The Title Company of the Rockies (TICOR), we are not aware of any relationship with a person or entity that may be in conflict with our representation of your interests.
7. Regarding our association with TICOR, you understand that Kent receives an incentive-based commission from business sent to that company and that in connection with our representation of your interests we may use the services of TICOR, if applicable. Our use of TICOR may take the form of utilizing its research facilities or requesting title insurance products for your property, among others. As an insurance company, TICOR's goal is to minimize the risk it assumes in connection with issuance of title insurance and to maximize its return on investment. As a consumer of title insurance, your goal is to maximize the risk taken by TICOR in return for paying the minimum amount for such coverage. Thus, TICOR's goals and your goals may not mesh, and therein lies a potential conflict. However, as your attorneys, our obligation and commitment is to represent your best interests. Despite the above-described potential conflict, which you understand and acknowledge, you expressly waive the same and request our representation.
8. **SETTLEMENT.** If legal services rendered pertain to a claim, suit, litigation, or other similar action, we shall notify you of any offer received by us. We will not accept any offer to settle without first obtaining your approval. You shall have the unequivocal right to accept or reject any such settlement offer.
9. **ATTORNEY'S LIEN.** We shall have a lien for attorney's fees and/or costs advanced on behalf of our representation of your interests under this letter, and on all funds obtained by judgment, settlement or arbitration award payable to you.

10. **DISCHARGE OF ATTORNEY.** You may, at any time, discharge us for any reason whatsoever by written notice, which shall become effective upon our receipt. Upon such receipt, we shall cease to provide all legal services to you, unless otherwise agreed upon. If so required to notice a court of our discharge, you shall execute and return a substitution of attorney form immediately upon its receipt. You acknowledge that following termination, you shall be obligated to pay for all attorney's fees and costs owed to us as required under this letter agreement.
11. **WITHDRAWAL OF ATTORNEY.** We may, for any reason, withdraw as your attorneys of record at any time in accordance with the Colorado Rules of Professional Conduct. In such event, you shall be obligated to pay all attorneys' fees and costs owed to us as required under this agreement.
12. **DISCLAIMER.** You acknowledge that we have made no guarantee regarding the outcome or success stemming from our representation of your interests. You understand that we do not have or hold any power to guarantee any certain outcome in your favor.
13. **TAX AND SECURITIES LAW ADVICE.** Please be aware that we are not tax attorneys and do not give tax advice. Regardless of the nature of any legal matters that we may be handling on your behalf, specifically including without limitation litigation matters, you should always contact your own tax attorney, accountant or other tax consultant regarding tax implications for you of any transaction, agreement, settlement or other action, and we strongly encourage you to do so. Further, if we are assisting you with the formation of any legal entity, please be aware that we are not advising you with regard to compliance with state or federal securities law, and you may require the advice of a securities law specialist in connection with such matters.
14. **ENTIRE AGREEMENT.** This letter agreement is complete in its entirety between you and us. This letter agreement supersedes all other verbal or written agreements made prior to or concurrent with this Agreement.
15. **SEVERABILITY.** In the event any portion of this letter agreement shall be held to be unenforceable, in whole or in part, the remaining valid provisions shall remain effective and enforceable between the parties.
16. **MODIFICATIONS.** This letter agreement may be modified only by the execution of a written agreement signed by all the parties hereto. You understand and acknowledge that if you desire any additional legal services that have not been included in this letter, a separate letter agreement will be necessary.
17. **ARBITRATION OF FEE DISPUTE.** In the event of a dispute pertaining to fees and costs charged, such dispute shall be resolved by binding arbitration.
18. **ARBITRATION OF MALPRACTICE.** In the event a dispute arises between us regarding any alleged malpractice, such dispute shall be resolved by binding arbitration.

19. **PRIVACY POLICY.** All information we receive from you is held in confidence and is not released to any person or entity outside of this law firm, except as agreed to by you, or as required under an applicable law or court order. We maintain physical and procedural safeguards to protect your personal nonpublic information. However, if you choose to communicate by e-mail, we cannot guarantee that such communications will remain confidential. Therefore, we recommend that sensitive information not be transmitted to us electronically.

If the above letter agreement is acceptable, please indicate your consent and approval by signing below and returning an original signed copy of this letter to us.

We look forward to working with you and thank you for the opportunity to represent your interests.

Sincerely,

THE WHITMER LAW FIRM, LLC

By: _____
Managing Partner

CONSENT AND APPROVAL

The undersigned agrees to the terms and conditions of the above Letter Agreement for Legal Services, dated July 19, 2015 in which The Whitmer Law Firm agrees to undertake legal representation regarding XXXXX.

XXXXX
XXXXX