



MEMORANDUM AGREEMENT REGARDING FEE ARRANGEMENTS

We desire to render to our clients to the best of our ability legal services of excellent quality and to have our clients recognize that we are doing so. We believe it is essential to have a fee arrangement that is fair both to our clients and to us. Accordingly, we are providing you with the following explanation of our normal fee arrangements. We welcome any question or comment regarding these fee arrangements so that we can discuss and resolve them with you before we commence rendering services to you.

FEES

The amount of our fees is determined monthly as the services are rendered based primarily on our time and effort and the complexity of the matter, unless we agree to a fixed fee. We also consider the magnitude of the project, the results obtained, the time limitations for performance, and the degree to which representing you precludes representing other parties. Because the amount of attorney's time required varies substantially from case to case and because the amount of time required is a function of forces beyond the control of the attorney, we find it sensible to avoid a fixed fee arrangement. We will be glad to provide you with a rough estimate of fees and costs based upon historical information concerning fees and costs in similar cases. However, we are not bound to the rough estimate given in advance. Our quoted hourly rate will be valid for one year from the date of this agreement. Please note that our hourly rate for litigation matters is higher than our standard rate.

COSTS

We charge for actual costs and a factor for overhead incurred by us in connection with the rendering of services including, but not limited to, long distance telephone calls, telecopier, telex, copying, and printing, mailing, filing fees, service of process fees, transcript and deposition fees, travel, expert witness fees, on-line database research fees, word processing, and investigator fees. We may request that you make arrangements for payment of such items directly with the party providing them or that you advance to us their estimated costs.

RETAINER

We require payment of a true or special retainer prior to our rendering of service to compensate us for foregoing other work. The retainer is commingled with our other earned fees and reflected on your bill. Once our engagement has been completed, we will return to you any portion of the retainer remaining after payment of all of our fees, costs and disbursements. We reserve the right to adjust the amount of the retainer in accordance with our estimate of the amount of future fees and disbursements. The initial retainer requested is indicated on the last page of this Memorandum. You are expected to maintain the amount of the initial retainer amount with us on a monthly basis. You may terminate our representation at any time. Subject to fulfilling our professional responsibilities, we reserve the right to withdraw as your counsel at any time.

STATEMENTS AND TERMS OF PAYMENT

We render monthly statements disclosing information as follows:

- (1) the nature of the services rendered by date and the total charge for those services;
- (2) the nature and amount of any costs;
- (3) the "previous balance" (the outstanding balance at the beginning of the monthly period);
- (4) payments received during the monthly period;
- (5) the "adjusted balance" (the previous balance minus payments received during the monthly period, without crediting any part of the retainer);
- (6) any late payment charge, which is computed by applying the periodic rate of 1-1/2% per month to the adjusted balance; and
- (7) the "new balance" (the outstanding balance at the end of the monthly period).

The new balance is due in full on or before the end of the next succeeding monthly period. The monthly period runs from approximately the 25th of one month through the 25th of the next month. A late payment charge will be charged on any new balance not paid and received on or before the payment due date. If the new balance is not paid when due, the account will be delinquent; and, in addition to adding a late payment charge, we may suspend performing services. By providing a late payment charge, we do not intend to imply that we wish to create a credit arrangement. Rather, the late payment charge permits us to be compensated for carrying an overdue account. If it is necessary for us to take this account into collection the Firm shall be entitled to its costs of collection, including reasonable attorneys' fees, and you agree that proper jurisdiction and venue for any dispute arising under this contract is Denver, Colorado.

WORK RESPONSIBILITY

Our law firm is comprised of attorneys having specialized training and experience in different fields of law and of attorneys with varying degrees of experience. The charges for attorneys vary in relation to their training and experience. We are organized in this fashion to assure that the highest level of necessary skill will be available to serve your needs promptly and at the lowest possible cost. The undersigned will supervise the conduct of the work we undertake to perform for you as the responsible attorney for your matters. The responsible attorney may designate other attorneys in the office to perform all or parts of your work and will normally keep you informed of the particular attorney working on your case. You should feel free to initiate discussion of any aspect of your bills or the work we are performing for you with the responsible attorney. We try to do what is proper and fair and base our relationship with you on mutual trust and respect.

SPECIAL CIRCUMSTANCES

If the foregoing arrangement is not presently feasible for your particular circumstance, we will discuss other arrangements prior to commencing our representation. If your particular circumstance changes after we commence our representation so that the arrangement described above is no longer feasible, we will discuss other arrangements at that time.

ACKNOWLEDGMENT

In the event that we represent you on more than one matter, this fee arrangement will extend to all matters. When you have read and desire to enter into the foregoing arrangement, please date and sign below and return one copy and retainer to us for our records, keeping one copy for your records.

This constitutes the entire understanding between you and our firm regarding our engagement. By executing this agreement you acknowledge that you have read carefully and understand all of its terms. The agreement cannot be modified except by further written agreement signed by each party.

If you have any questions about the foregoing, please call me. Moreover, feel free to obtain independent legal advice regarding this agreement. By utilizing our services, you acknowledge and accept the terms and conditions set forth in this letter.

On a personal note, I am pleased that you have selected our firm to represent you. We look forward to serving you and we will use our best efforts on your behalf.

Very truly yours,

By: _____
Gary C. Johnson, JD #012340

Initial Matter Description: _____

READ, AGREED and ACCEPTED this ____ day of _____, 20__.

By: _____

Tax I.D. or SS# _____

Initial Retainer:	Flat Fee:
Initial Costs:	Hourly Rate:
Total Deposit:	