

AKERS & ASSOCIATES LLC**Attorneys & Counselors at Law**

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SCHEDULE OF FEES AND TERMS OF EMPLOYMENT

Fees for professional services provided by Akers & Associates LLC (hereinafter referred to as “the Attorney”) are billed at the following rates:

Partner	\$190.00 per hour
Senior Associate Attorney	\$190.00 per hour
Associate Attorney	\$175.00 per hour
Senior Paralegal	\$130.00 per hour
Paralegal	\$ 95.00 per hour
Law Clerk	\$ 75.00 per hour

The Client authorizes the Attorney to incur any costs and expenses deemed reasonable and necessary by the Attorney for the representation of the Client, although no single cost expenditure in excess of \$500.00 will be incurred on behalf of the Client without the prior consent of the Client.

The Attorney reserves the right, in its sole discretion, to use any associate, law clerk and/or paralegal employed by the Attorney to assist in the representation of the Client. The Attorney will attempt, to the extent possible and ethical, to utilize the services of associate attorneys, law clerks and paralegals to minimize legal fees.

Fees charged by the Attorney or its employees for conferences, hearings and meetings held outside our office will be billed from the time of departure from our office to the conference, hearing or meeting to the time of return to our office. Every reasonable effort will be made to schedule conferences, hearings and meetings so as to avoid excessive charges to the Client for travel time.

All fees, costs and expenses billed or incurred by the Attorney or its employees on Client’s behalf shall be due and payable to the Attorney, in full, within 30 days of receipt of invoice. Delinquent balances will bear interest, accruing monthly, at a rate equivalent to 18% per annum. In the event it becomes necessary for the Attorney to commence legal action against the Client to collect fees and/or expenses due from the Client, the Client consents to the jurisdiction of the County or District Court, Arapahoe County, Colorado, and in the event Attorney prevails in said action, Client agrees to pay, in addition to the interest charges described above, any reasonable fees and costs incurred by the Attorney in the course of the aforementioned legal action.

The rates set forth above are subject to modification upon written notice from the Attorney. Client's concurrence with any modification of rates will be assumed unless the Attorney is advised to the contrary within a reasonable period of time after the Client's receipt of the notice of rate modification. In the event Client does not concur, the Attorney reserves the right to terminate its representation of the Client in the manner outlined below.

The Attorney reserves the right to require that the Client pay a retainer for legal services to be performed by the Attorney. The retainer will become a fund, deposited in the Attorney's trust account, against which the Attorney will bill legal fees and expenses incurred in performance of the legal services.

In the event of a breach of the terms of this Agreement by the Client, the Attorney reserves the right, subject to its ongoing ethical responsibility to the Client, to terminate its representation of the Client, to assert and enforce a lien upon the Client's files, documents and any other assets in the possession of the Attorney for unpaid fees and expenses, and to withdraw from attending to any matter in which Attorney is involved on the Client's behalf.

Client has the right to terminate this Agreement at any time, upon reasonable notice to the Attorney, subject to the Client's continuing responsibility to pay all fees and expenses incurred by the firm on behalf of the Client up to and including the date of termination as provided above.

ACCEPTED AND AGREED on this _____ day of _____, 2009:

Name
Address