

**SULLIVAN, TABARACCI & RHOADES, P.C.**

1821 South Avenue West, Third Floor  
Missoula, Montana 59801  
Telephone (406) 721-9700  
Telefax (406) 721-5838  
www.montanalawyer.com

**RETAINER AGREEMENT**

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into by and between Climate Physics Institute ("Client"), and SULLIVAN, TABARACCI & RHOADES, P.C. ("Law Firm").

1. **CONDITIONS.** This Contract will not take effect, and Law Firm will have no obligation to provide legal services, until Client returns a signed copy of this Contract and pays the deposit called for under Paragraph 3.

2. **SCOPE AND DUTIES.** Client hires Law Firm to provide legal services in connection with intervening in, and should intervention be granted, and appearing in *Barhaugh v. State*, Montana Supreme Court, Cause No. DA-11-0258. Law Firm shall provide legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Law Firm, cooperate with Law Firm, keep Law Firm informed of developments, abide by this Contract, pay Law Firm's bills on time and keep Law Firm advised of Client's address, telephone number and whereabouts.

3. **SECURITY DEPOSIT.** Client shall deposit **\$500.00** upon execution of this Contract. The sum will be deposited in a trust account, to be used as security to pay costs and expenses and fees for legal services. Client hereby authorizes Law Firm to retain the deposit its trust account as security against future fees. Law Firm will bill Client monthly, and so long as payment is made timely, Law Firm will not draw on the security deposit. If a payment is not timely, Law Firm will contact Client to inquire. If a mutually satisfactory payment is not then made immediately, Law Firm is authorized to then withdraw funds from the security deposit, with a written request that Client immediately replenish same to the original amount. If Client fails to do so within a reasonable period of time or fails to make other mutually acceptable arrangements, Law Firm is authorized to terminate the Agreement, and is authorized to ask the court for leave to withdraw from Clients case if a law suit is then pending.

4. **LEGAL FEES.** Client agrees to pay for legal services at the following rates: Zane K. Sullivan, \$225.00 per hour; John Tabaracci, \$195.00 per hour; **Quentin M. Rhoades, \$150.00 per hour (reduced fee)**; Chris A. Johnson, \$180.00 per hour; Nathan G. Wagner, \$170.00 per hour; Craig Mungas, \$180.00 per hour for general legal services and \$160.00 for tax services; Liesel Shoquist, \$170.00 per hour; Robert Erickson, \$175.00 per hour; Christopher V. Fagan, \$150.00 per hour; all paralegal work \$90.00 per hour; legal intern \$60.00 and legal assistants \$30.00. Law Firm charges in minimum units of 1/6 hours increments. These rates are subject to change without notice.

5. **COSTS AND EXPENSES.** In addition to paying legal fees, Client shall reimburse Law Firm for all costs and expenses incurred by Law Firm, including, but not limited to, messenger and other delivery fees, postage, in-office photocopying at \$.20 per page, parking, the current Internal Revenue Service standard mileage rate for the use of a car (also vans, pickups or panel trucks) at \$.50 per mile for business miles driven, investigation expenses, consultants' and accountants' fees, and other similar items. Client authorizes Law Firm to incur all reasonable costs and to hire consultants as reasonably necessary in Law Firm's judgment, unless one or both of the clauses below are initialed by Client and Law Firm.

Law Firm shall obtain Client's consent before retaining outside investigators, consultants, or expert witnesses.

6. **STATEMENTS.** Law Firm shall send Client periodic statements for fees and costs incurred. Client shall pay Law Firm's statements within 30 days after each statement's date. Client may request a statement at intervals of no less than 30 days. Upon Client's request, Law Firm will provide a statement within 10 days.

Interest will be charged, at the rate of 15% per annum, on all statements that remain unpaid over 90 days.

7. **LIEN.** Client hereby grants Law Firm a lien on any and all claims or causes of action that are the subject of Law Firm's representation under this Contract. Law Firm's lien will be for any sums due and owing to Law Firm at the conclusion of Law Firm's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The lien created by this provision is supplemental to the lien created by Montana Code Annotated § 37-61-420.

8. **DISCHARGE AND WITHDRAWAL.** Client may discharge Law Firm at any time. Law Firm may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with Law Firm or to follow Law Firm's advice on a material matter or any other fact or circumstance that would render Law Firm's continuing representation unlawful or unethical.


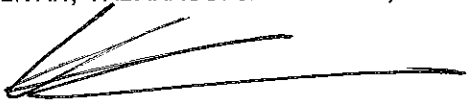
9. **LAW FIRM FEES.** Should Client or Law Firm retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, or other proceedings pursuant to instituting any action to enforce any provisions of the Agreement for damages by reason of any alleged breach of any provision of the Agreement, for a declaration of such party's rights or obligations hereunder or for any other judicial remedy, then if said matter is settled by judicial determination (which term includes arbitration judicially affirmed), the prevailing party shall be entitled, in addition to such other relief as granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable Law Firm fees and costs for the services rendered to such prevailing party. In addition, should either party become a debtor in Bankruptcy or be subject to an involuntary petition in bankruptcy, the debtor party shall reimburse the creditor party for all reasonable Law Firm fees and costs incurred in protecting or attempting to protect the creditor party's interest without regard to whether there is a

prevailing party or which party in fact is deemed to have prevailed.


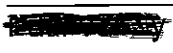

10. **CONCLUSION OF SERVICES.** When Law Firm's services conclude, all unpaid charges shall become immediately due and payable. After Law Firm's services conclude, Law Firm will, upon Client's request, deliver Client's file to Client, along with any Client funds or property in Law Firm's possession.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Law Firm's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Law Firm makes no such promises or guarantees. Law Firm's comments about the outcome of Client's matter are expressions of opinion only.

12. **EFFECTIVE DATE.** This Contract will take effect when Client has performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date Law Firm first provided services. The date at the beginning of this Contract is for reference only. Even if this Contract does not take effect, Client will be obligated to pay Law Firm the reasonable value of any services Law Firm may have performed for Client.

"Client"	"Law Firm"
CLIMATE PHYSICS INSTITUTE  By: <u></u> Its: Promoter/Director	SULLIVAN, TABARACCI & RHOADES, P.C.  By: <u></u> Quentin M. Rhoades
Date: <u>6-3-2011</u>	Date: <u>6/7/11</u>

13. **PERSONAL GUARANTEE.** In order to induce Law Firm to enter into the Retainer Agreement, and in consideration thereof, the undersigned hereby unconditionally and irrevocably guarantee payment and performance by Client, when due, of all of its obligations under the Retainer Agreement.

<u></u> Ed Berry  Date <u>6-3-2011</u>	<u></u>  Date _____
<u></u>  Date _____	_____  _____