

LEGAL SERVICES AGREEMENT

By this Agreement, we, the undersigned, (Clients) acting on our own behalf, employ DENNIS G. CHAPPABITTY, to act as our attorney to represent our interest in filing federal civil litigation to reverse termination of those individuals listed on the final mixed-blood roll published on April 5, 1956 who wish to participate in this litigation. This litigation will consist of causes of action to reverse wrongful termination and seek monetary, property and equitable restitution for the wrongs perpetuated by the Ute Partition Act. Any 1st generation descendant affected because of the passage of the Ute Partition Act who has suffered injury may become a client upon their own choosing.

Clients understand DENNIS G. CHAPPABITTY is an attorney in good standing and licensed by the State of Oklahoma. Clients have full knowledge that Attorney is **not** a member of the State Bar of Utah and that restoration of individual rights as a terminated Indian are not resolved by application of state law in the State Courts of Utah. Client is informed that Attorney is a member of a federally recognized Indian Tribe and experienced in the practice of Federal Indian Law, tribal law and federal regulations governing the renounced federal policy of termination. .

For the purpose of recovering attorney fees from the United States, Attorney time will be billed at \$250.00 per hour and paralegal will be billed at \$100.00 per hour to include time spent on letters, research, telephone calls, review of documents and notes, preparation and filing of documents, travel, hearings, meeting appearances and any and all other reasonable activities pursued on clients' behalf.

As compensation for legal services to be provided, clients agrees to pay DENNIS G. CHAPPABITTY a Three Thousand Dollars (\$3,000.00) non-refundable retainer to assess clients' case and prepare a complaint for filing to seek restoration of their status as federally-recognized Indian individuals. In addition to any fees paid by the United States, as compensation for legal services rendered for the collection of damages, Attorney shall receive forty (40%) if the matter is litigated and thirty three and one third (33 1/3%) if the matter is settle out of court for any award of cash by a verdict or settlement with the United States for any funds due the individuals involved in this litigation as a result of their loss of revenue from water, land, timber, oil, gas, minerals or any other assets defined in the Ute Partition Act, Sec. 677I.

Clients agrees to be directly responsible for any costs connected with the representation and legal services provided to include but not be limited to: telephone calls/fax, copying, postage, travel, food and lodging costs, necessary meetings and any and all other reasonable costs associated with legal services provided. Clients understands travel, food and lodging costs will be paid in advance.

Clients are aware that a statement regarding the costs connected with the legal services provided will be made. Upon receipt of a billing statement for costs, Clients

agrees to reimburse attorney within seven (7) days of the billing date for any amount due which exceeds any travel, expense or related cost that have been advanced. When the amount of funds available for cost are exhausted and no other funds for costs are available, this contract will terminate with no liability to either party.

Clients understand it is very difficult for attorney to estimate the total costs likely to be incurred as much depends upon the legal needs of the clients, necessary research and the number of meetings and appearances, and whether attorney is able to resolve disputes by settlement or must fully litigate a matter.


Clients agrees not to substitute attorney without the consent of said attorney, except for misconduct or incapacity to act and if substitution is effected in violation hereof, clients agrees to pay said attorney the full amount he is entitled to hereunder. If at any time during any stage of this representation it appears to said attorney that in his judgement he can no longer represent clients' interests said attorney, after giving reasonable notice, may withdraw. Clients can terminate this contract upon thirty days written notice to attorney.

Clients understand no agreement will be made without clients' consent. As appropriate, this contract can be amended with the written consent of both parties.

Clients agrees that attorney has made no guarantee or promises, written or verbal, regarding the successful representation of this matter and all expressions are matters of opinion only.

This contract will take effect upon the initial payment of the retainer. The date this contract is signed by the parties is for reference only.

Said attorney hereby accepts this case on the conditions herein. Executed this 22 day of March, 2002, in Roosevelt, Utah.



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