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November 9, 2017

VIA ELECTRONIC MAIL (EKCole@salud.unm.edu)

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

Elsa Kircher Cole, Esq.
University Counsel
University of New Mexico
MSC05 3440
Scholes Hall Rm 208
1 University of New Mexico
Albuquerque, NM 87131

Re: Engagement Letter

Dear Ms. Cole:

We are pleased that University of New Mexico ("UNM") has engaged Hogan Marren Babbo & Rose, Ltd., to represent it. We look forward to working with you and, accordingly, submit for your approval the following provisions governing our engagement. Of course, if you have any questions, comments or changes regarding this engagement letter, please contact me at your convenience.

Scope of Services: We will provide legal advice and counsel to UNM in the connection with compliance matters involving federal and state laws and UNM policies and procedures. You may limit or expand the scope of our representation from time-to-time, subject to our mutual agreement to any significant expansion of such representation.

Staffing: I will be the attorney primarily responsible for the representation. When questions or comments arise about our services, staffing, billing, or other aspects of our representation, please contact me. It is important that you are satisfied with our services and responsiveness at all times. We intend to provide quality legal services in an efficient, economical manner. Subject to your approval, this may necessitate involving other firm attorneys with the requisite expertise.

Fees, Disbursements, and Other Charges: Our fees will be based primarily on the amount of time spent by attorneys on UNM's matters. Each lawyer has an hourly billing rate based generally on his or her experience and any special expertise. The rate multiplied by the time spent on UNM's behalf, measured in tenths of an hour, will be evaluated by the billing attorney as the basis for determining the fee. The current billing rate for Charlie Rose, Pat Deady, Debbie Osgood and Jay Rossello for matters of this nature is \$500 per hour. We agree that the firm's

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current rates will remain in place through the end of the 2018 calendar year. Please note that we will include a five percent (5%) courtesy discount on our invoice at the time of billing for this matter. We agree that the total attorney fees for this engagement will be less than \$60,000. In addition to our fees, we will charge for disbursements in accordance with UNM's travel policy and guidelines for outside counsel. Each month we will furnish you with a statement describing our services and separately showing disbursements and other charges in a format and with such detail as required by UNM's guidelines. We understand that UNM requires us to submit invoices via email to EKCole@salud.unm.edu or other UNM official on a monthly basis. Unless approved otherwise, we will bill using the ABA's Uniform Task-Based Management System and in tenth (0.10) of an hour increments. Invoices will provide sufficient detail to identify the nature of the work performed and will include a remittance page notating matter name, file number, invoice number, total due, the identity of each timekeeper and a summary of the billing rate and total hours billed for each timekeeper. We will expect payment of these fees and expenses in a timely fashion.

Term of Engagement: Either of us may terminate this engagement sooner at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement prior to its conclusion, we will undertake such steps as are reasonably practicable to protect UNM's interests in the above matters, including withdrawing in a manner that is reasonable under the circumstances and, if so requested, suggesting to UNM possible successor counsel. We will provide you or successor counsel with whatever documents you have provided us and all other contents of your client files, including without limitation, our work product. UNM agrees to pay our fees and reimburse us for expenses in connection with reviewing and/or copying files when they are transferred to successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission.

Conflicts Of Interest: After performing our standard conflict analysis, we have not identified any conflict of interest that would preclude our representation of UNM in this matter. In accepting this engagement, we agree that we will not accept an engagement from any other client that would be adverse to UNM. However, we may undertake to represent clients in any matter that is not substantially related to the subject matter of our representation of UNM and would not require disclosure of confidential information about UNM.

Conclusion: If this letter correctly reflects your understanding of the terms and conditions of our representation, please confirm your acceptance by signing the enclosed copy in the space provided below and return it to me.



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We are pleased to have this opportunity to be of service and to work with you. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles P. Rose'.

Charles P. Rose

UNIVERSITY OF NEW MEXICO

By: _____
Elsa Kircher Cole, Esq.
University Counsel

Date: November __, 2017

By: _____
Bruce Cherrin
Chief Procurement Officer

Date: November __, 2017