



MODRALL SPERLING
LAWYERS

November 15, 2017

Elsa Kircher Cole
University Counsel
Office of University Counsel
The University of New Mexico
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MSC05 3440
1 University of New Mexico
Albuquerque, NM 87131-0001

Zachary L. McCormick
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Re: *Agreement for Legal Services*
UNM/IPRA Issues

Dear Ms. Cole:

We are pleased to have been asked to provide advice to the University of New Mexico concerning the Inspection of Public Records Act. This letter will confirm your engagement of this Firm, and allow us to give you the enclosed Terms and Conditions of Representation that describe how our firm will provide legal services to you.

Accordingly, we submit for approval the following provisions governing our engagement. If these are acceptable, please have the enclosed copy of this letter signed. Do not hesitate to call me and we can discuss and/or modify them.

Client; Scope of Representation. Our client in this matter will be the University of New Mexico ("University"). We have been engaged to advise the University in connection with questions concerning compliance with and possible amendments to the Inspection of Public Records Act. The University may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us.

Our engagement does not include providing to the University any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (the "SEC") or the University's disclosure obligations under such laws, and we understand that the University will not, without our prior written consent, include documents or information we provide in any filings with federal or state securities regulators, including the SEC.

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Staffing. I will have primary responsibility for the University's representation and will utilize other firm lawyers and legal assistants as I believe appropriate in the circumstances with appropriate consultation with you. We will provide legal counsel in accordance with this letter and in reliance upon information and guidance provided by the University, keep you reasonably informed of progress and developments, and respond to your inquiries.

Terms of Engagement. Either the University or we may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect the University's interests in the above matter. If permission for withdrawal is required by a court, we will promptly apply for such permission and the University will agree to engage successor counsel to represent it.

Post-Engagement Matters. The University is engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon the University's future rights and liabilities. Unless we are engaged after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise the University with respect to future legal developments.

Fees. Our fees will be based primarily on the billing rate for each attorney and legal assistant devoting time to this matter. Our normal billing rates for attorneys currently range from \$190.00 per hour for new associates to \$485.00 per hour for senior partners. Time devoted by legal assistants is charged at billing rates ranging from \$100.00 to \$205.00 per hour. These billing rates are subject to change from time to time. Most, if not all, of the work will be done by me; my normal hourly rate is \$395.00 per hour but I have agreed to charge you \$350.00 per hour.

Our statements will identify who provided the service, describe the service, and set out the amount of time billed. In addition, New Mexico has a gross receipts tax on services (the present rate is 7%) which will be added to our statements and must be paid.

Costs and Expenses. We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, and search and filing fees. Fees and expenses of others (such as consultants, appraisers, expert witnesses, and local counsel) generally will not be paid by us, but will be billed direct to the University.

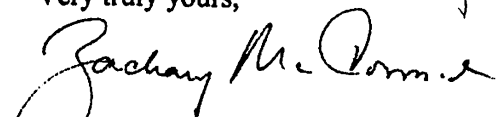
Payment of Statements. Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 90 days, we may suspend performing services for the University.

Client Responsibilities. The University agrees to pay our statements for services and expenses as provided above. In addition, you agree to be candid and cooperative with us and will keep us informed with completed and accurate factual information,

documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times in order to consult with you regarding this matter, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation or other relevant changes regarding you or the University. Whenever we need your instructions or authorization in order to proceed with legal work on the University's behalf, we will contact you at the latest business address we have received from you. If the University affiliates with, acquires, is acquired by, or merges with another University, you will provide us with sufficient notice to permit us to withdraw as the University's attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the Firm to represent the new entity.

Conflicts. The Firm represents many other companies and individuals. It is possible that during the time we are representing the University, some of our present or future clients will have disputes or transactions with the University. The University agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you, even if the interest of such clients in those other matters are directly adverse to yours. We agree, however, that your prospective consent to conflicting representation contained in the proceeding sentence shall not apply in any instance where, as a result of our representation of the University, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Very truly yours,


Zachary McCormick

ZLM/nmm
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AGREED AND ACCEPTED:

University of New Mexico

BY: _____

Its: _____