

Harward & Associates
Attorneys at Law
5296 South Commerce Drive, Suite 205
Murray, Utah 84107

James E Harward
*R. Spencer Robinson**

Dan Reed
Mary Williams
Marnie Cannon de Soriano

Of Counsel *Joseph Dickinson***

To: Potential Silver State Helicopter Plaintiff

Date: February 8, 2008

Re: Silver State Helicopter BK and students

You have contacted this firm in regard the above referenced matter. This is to confirm your engagement of our firm to represent you in connection with various issues raised by the filing for Bankruptcy protection under Chapter 7 of Silver State Helicopters. The scope of engagement is to research the law, investigate the facts, ascertain a course of action, initiate that course of action and put forth our best efforts to identify, preserve and protect your interests in this matter.

Attached is the Standard Terms of Engagement for *Harward & Associates Attorneys at Law*. Your acceptance of this Engagement Letter is your acceptance of our Standard Terms of Engagement subject to the following. Because of the unique nature of the issues raised in this matter, it has been determined that in the best interests of you and the firm, this matter should be handled with a retainer/flat fee of five hundred dollars (\$500) subject to the following conditions:

1. a minimum number of possible Plaintiffs retain the firm thus spreading the cost among many rather than a few; and
2. the firm reserves the right to reassess the fees, account for expenditures and renegotiate the fees if unforeseen circumstances or litigation expenses exceed expectations.
- 3.

Although this matter will be handled by retainer/flat fee arrangement, standard hourly rates will be maintained and allocated based on the attorney(s) assigned and working on the case in the event the court(s) order reimbursement of attorney's fees or hours worked exceed expectation by a factor of twenty per cent . Hourly billing rates for James Harward will be \$325; for Spencer Robinson, \$300; for Dan Reed, \$250; and for all others \$200.

In the event a minimum number of possible Plaintiffs do not retain the firm, your retainer/flat fee will be refunded subject to a reasonable deduction for time and expense incurred to date. Such a determination will be set to occur no later than March 1, 2008.

In order to confirm our agreement regarding the nature and terms of engagement, please sign the bottom of this letter on the line provided and return the executed copy to the firm at the address above. For your convenience, I am enclosing two copies of this letter along with a self-addressed stamped envelope.

Regards,

James E Harward

Agreed to:

Date: _____

Print name, address and contact information

Tel: 801-367-7844, jeharward@netzero.net

** Licensed in Utah, Nevada and Washington*

*** Licensed in Ohio*