



Colorado Secretary of State
 Date and Time: 06/28/2012 06:09 PM
 ID Number: 20121354750
 Document number: 20121354750
 Amount Paid: \$20.00

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ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation

filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is lamcreatedequal.com, Inc.
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 5470 Vessey Road
(Street number and name)

Colorado Springs CO 80908
(City) (State) (ZIP/Postal Code)

United States
(Province – if applicable) (Country)

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province – if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name
 (if an individual) Carno Laura
(Last) (First) (Middle) (Suffix)

OR

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

Street address 5470 Vessey Road
(Street number and name)

Colorado Springs CO 80908
(City) (State) (ZIP Code)

Mailing address
(leave blank if same as street address) _____
(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) _____
(Last) (First) (Middle) (Suffix)

OR

(if an entity) Hackstaff Law Group, LLC
(Caution: Do not provide both an individual and an entity name.)

Mailing address 1601 Blake Street, Suite 310
(Street number and name or Post Office Box information)

Denver CO 80202
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

The nonprofit corporation will have voting members.

6. (The following statement is adopted by marking the box.)

Provisions regarding the distribution of assets on dissolution are included in an attachment.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Cutler</u>	<u>John</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>1601 Blake Street, Suite 310</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Denver</u>	<u>CO</u>	<u>80202</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>	<u></u>	
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

HACKSTAFF LAW GROUP
Counselors. Advocates.

June 26, 2012

VIA Electronic Mail to: lauracarno@gmail.com

Iamcreatedequal.com
c/o Ms. Laura Carno
5470 Vessey Road
Colorado Springs, CO 80908

Ms. Laura Carno
5470 Vessey Road
Colorado Springs, CO 90908

Re: *Engagement Letter and Fee Agreement.*

Dear Ms. Carno:

Thank you for the opportunity to represent you. We are committed to providing each client with high-quality legal services, delivering them efficiently, and obtaining results that promote lasting professional relationships. Your satisfaction is our goal, so please contact me at any time with questions about this Engagement Letter and Fee Agreement, the attached Standard Terms and Conditions of Representation, or questions about our legal services.

Our belief is that communicating openly and effectively—especially with sensitive matters—is the key to a successful attorney-client relationship. Attorneys and clients must be honest and frank with each other. To that end, it is important to have a clear and mutual understanding of the scope and nature of services that Hackstaff Law Group, LLC has been asked to provide and to agree on the terms for our provision of these services.

1. **Scope of Services and Responsible Attorney.** We will advise and represent you with general corporate matters related to establishing political action committee. John Cutler and I will be the attorneys primarily responsible for this transaction, but we will work with other attorneys or legal staff when necessary or appropriate.

2. **Fees.** Our fees are billed on an hourly basis, at one-tenth-of-an-hour increments. The hourly rates between attorneys and between legal staff vary. Our hourly rates for a particular matter will be based on the time and labor required, novelty, difficulty, or complexity of the issues, skill required, experience and ability of the attorney or legal staff involved. Please be aware that our hourly rates are subject to change from time-to-time, upon written notice to you. A detailed, but not necessarily exhaustive, list of services that our fees and any costs or expenses include is contained in the attached Standard Terms and Conditions of Representation. My hourly rate for the above matters will be \$250. John's rate will be \$175. If other attorneys in our office assist with your representation, their time will be billed at \$150 to \$350 per hour, which shall depend on the individual attorney's skills and experience. Legal staff will be billed at \$90 to \$110 per hour.

3. **Fee Advances.** We will require that you provide us a fee advance of \$1,500.00. This amount will be deposited in our client trust account, and billed against on a monthly basis for legal services rendered, and any costs or expenses incurred on your behalf. You will need to replenish the fee advance to the agreed-upon amount each month. In the event we discover any facts or circumstances that will increase the work or expense required to represent you, after notifying you, you may be required to provide a corresponding increase in your fee advance each month, or as needed to replenish the increased fee advance. Once this matter is concluded, and our representation of you ends, we will return to you any unbilled, excess amounts remaining in our trust account.

4. **Representation Limited to Your Request.** Our work for you will be limited to the subjects in the first paragraph of this letter, unless you specifically request our advice or representation on other issues or projects and we agree to perform that additional work. After we complete the work described above, we will not assume continuing responsibility to advise you on matters affecting the work we have performed unless we both agree that our representation extends to providing continuing advice.

5. **Conflicts of Interest.** One of the most important issues we must consider when accepting a client's representation is whether the new representation conflicts with any existing representation. If we discover that any conflict exists after undertaking your representation, we may be required by ethical rules to discontinue representing you in either or both of the above matters. Therefore, it is very important to be sure that you have fully informed us of all relevant persons or parties with an interest, or potential interest in this matter. If, in our judgment, we determine that a representation-conflict between clients does exist, we will notify you and all affected clients and will determine, in accordance with our ethical obligations under the Colorado Rules of Professional Conduct, if the conflict is waivable. We are not currently aware of any conflicts.

6. **Choice of Law and Interpretation.** This Engagement Letter and Fee Agreement, and the attached Standard Terms and Conditions of Representation, shall be interpreted and enforced under Colorado law. Any unenforceable provision in either of these documents may be severed from the other provisions, and the remaining provisions shall be valid and fully enforceable.

7. **Terms and Conditions.** Our representation of you is subject to the attached Standard Terms and Conditions of Representation, which are incorporated into this Engagement Letter and Fee Agreement by reference. Please indicate your acceptance of all terms by signing below, initialing each page of the Standard Terms and Conditions of Representation, and returning a copy with your original signature and initials to me. **UNLESS OTHERWISE AGREED, WE WILL NOT BEGIN/CONTINUE ANY WORK ON YOUR BEHALF UNTIL WE RECEIVE YOUR ORIGINAL SIGNATURE ON THIS ENGAGEMENT LETTER AND FEE AGREEMENT, YOUR INITIALS ON THE STANDARD TERMS AND CONDITIONS OF REPRESENTATION, AND THE AGREED-UPON FEE ADVANCE, IF ANY.**

If you have any questions about the provisions of this Engagement Letter and Fee Agreement, or the attached Standard Terms and Conditions of Representation, please contact me immediately. Please also feel free to contact me if you ever have any questions (however large or small) about any aspect of our representation of you, so that we can promptly resolve any issues to our mutual satisfaction.

Thank you very much for your business. We look forward to working with you on this matter.

Very truly yours,

HACKSTAFF LAW GROUP, LLC

Mario D. Nicolais

AGREED TO and ACCEPTED this ____ day of June, 2012.

Laura Carno

IAMCREATEDEQUAL.COM

Laura Carno, President

STANDARD TERMS AND CONDITIONS OF REPRESENTATION

These Standard Terms and Conditions of Representation apply to the relationship between you and Hackstaff Law Group, LLC (the "Firm"), and are made a part of the accompanying Engagement Letter and Fee Agreement between you and the Firm:

- Fees.** Fees for our services shall be billed at the hourly rates effective at the time services are performed, and vary between attorneys and legal staff. The hourly rates for a particular matter are based on the time and labor required, novelty, difficulty, or complexity of the issue, skill required, experience and ability of the attorney or legal staff involved. The hourly rates set in the accompanying Engagement Letter and Fee Agreement are subject to change from time-to-time, upon written notice to you. The time for which you shall be charged includes, but is not limited to, time spent on telephone and office conferences with you and other counsel, witnesses, consultants, court personnel and others, factual investigation, legal research, responding to your requests to provide information to governmental or regulatory entities related to reviews or audits of financial statements or tax information, drafting of letters, agreements, pleadings, motions, briefs and other documents, traveling, court appearances, including waiting in court, depositions and other discovery proceedings.
- Costs.** In addition to our fees, we reserve the right to bill you separately, and typically monthly, for any costs or expenses incurred, and for ancillary items, including, but not limited to, services of outside vendors (e.g., photocopying, scanning, litigation support, etc.), messenger and delivery services, computer research, travel (including mileage, parking, airfare, lodging, meals and ground transportation), telephone, fax, secretarial overtime, court costs and filing fees, litigation-related fees and costs (e.g., depositions, mediations, electronic media used in court, hearing transcripts, trial transcripts, court-file transcripts, deposition transcripts, and any other type of transcript), expert witnesses, expert or professional consultants (e.g., special counsel, accountants, etc.). Unless we otherwise agree in writing, we shall not be responsible for paying the fees and expenses of others; such fees and expenses shall be your responsibility and may be billed directly to you.
- Fee Advances.** The fee advance, if any, you have agreed to provide us in the accompanying Engagement Letter and Fee Agreement shall be deposited in the Firm's trust account. Each month, we shall bill against the fee advance for legal services rendered, and any costs or expenses incurred on your behalf. Unless we make an alternative agreement with you, you shall continually maintain, on a monthly basis, the agreed-upon amount of the fee advance billed against, the balance of which shall be accounted to you in our billing statements. If we learn that the amount of work or expense required for your representation will increase beyond our current estimate, we will notify you immediately. With respect to any anticipated increase in the work or expense required for your representation, we shall have the right, as a condition to providing further services, to require a corresponding increase in the amount of your fee advance.
- Estimates Not Binding.** Although we may furnish you estimates for fees or costs we anticipate to be incurred, these estimates, inexact by nature, are subject to unforeseen circumstances, and as such, shall not be binding.
- Billing and Payment.** Fees and expenses shall generally be billed monthly and are due upon receipt. We do expect prompt payment from you. Subject to any applicable ethical rule, we reserve the right to postpone or defer providing you further services, or to discontinue our representation if billed amounts are not paid when due.
- Cooperation.** You shall cooperate with us fully in our representation of you, and shall promptly provide us with all known and available information relevant to the representation. You also shall pay our billing statements for services rendered, and any charges, in accordance with these Standard Terms and Conditions of Representation, and our accompanying Engagement Letter and Fee Agreement with you.
- Termination by You.** You have the right at any time, in your sole discretion, to terminate our representation of you. If you terminate our representation, you shall remain obligated to pay our fees for all services rendered, and costs or expenses paid or incurred on your behalf, prior to the date of our termination, and which are permitted and necessary thereafter.
- Termination by Us.** We reserve the right to withdraw from representing you if, among other reasons, (i) you fail to honor the terms of the accompanying Engagement Letter and Fee Agreement, or of these Standard Terms and Conditions of Representation, (ii) you fail to cooperate or follow our advice on a material matter, or (iii) any factor or circumstance occurs that would, in our opinion, render our continuing representation of you unlawful or unethical. If we elect to withdraw for any of these reasons, or as permitted by ethical rules, you shall take all steps reasonably necessary to facilitate our withdrawal, which may include seeking substitute counsel, and you shall release us from any further obligation to provide you services related to this matter, including execution of any documents necessary to complete our withdrawal, and, immediately upon withdrawal, you shall pay us for all of our services rendered to you, and all costs and expenses paid or incurred on your behalf.
- Date of Termination.** Our representation of you shall terminate at the earlier of (i) your termination of our representation, (ii) our withdrawal from representing you, or (iii) our sending you our final billing statement for services rendered, and costs or expenses paid or incurred on your behalf in connection with this matter.

10. **Related Activities.** If any claim or action is brought against the Firm or any of its personnel, by reason of your negligence or misconduct, or if we are asked or required to testify as to our representation of you, or we must defend the confidentiality of your communications with us in any proceeding, you agree to pay us for any resulting costs or damages incurred, including our time, even if our representation of you has ended.

11. **No Guarantee of Outcome.** We shall do our best to provide you with the legal services and advice necessary to achieve a satisfactory result. However, the outcome of litigation, arbitration or other representation is inherently uncertain and/or risky. Therefore, we do not and cannot make any promises or guarantees about any outcome in any matter in which we represent you.

12. **Conflicts.** Our ethical obligations require us while representing you to decline any other representation which conflicts directly with your representation, except under circumstances where you may consent in writing to the other representation. When this representation of you has ended, however, you understand that we shall not be precluded from undertaking representation adverse to you, except where a substantial relationship exists between that representation and our present or previous representation of you. We shall not disclose any of your confidential information we obtain or receive in the course of representing you in any future representation without your consent. Similarly, we shall not disclose to you the confidences of our other clients, even if such disclosure might be to your advantage.

13. **Client.** As set forth in our Engagement Letter and Fee Agreement with you accompanying these Standard Terms of Conditions of Representation, you are the Firm's client for purposes of our representation. Unless otherwise expressly agreed in writing, we shall not undertake to represent (i) any person or entity related to or affiliated with you, (ii) any of your relatives (including your spouse, parents, children, brothers or sisters), subsidiaries, or affiliated corporations or entities, and (iii) any members, officers, directors, agents or employees associated with you or any related or affiliated entities.

14. **Payment Notwithstanding Dispute.** In the event you dispute our entitlement to any payment during our representation of you, you shall pay us all undisputed amounts as provided by our Engagement Letter and Fee Agreement with you, and these Standard Terms and Conditions of Representation. Any amounts held on your behalf in any client trust account, sufficient to pay the disputed amounts, shall continue to be held in such trust account until final resolution of the dispute.

15. **Notice of Document Retention and Destruction Policy.** In the course of our representation of you, we will likely obtain or receive copies or originals of documents that belong to you or others (collectively, "materials"). Except as to property to which you are entitled to receive (e.g., an award or recovery of money, valuable personal property, original security certificates, negotiable instruments, deeds, wills, etc.), NOTICE IS HEREBY GIVEN TO YOU that, unless otherwise required by law or ethical rule, once the particular matter to which the materials relate has concluded, (i) we have no further responsibility to maintain the materials, (ii) we have the right to return the materials to you, and (iii) we have no obligation to maintain copies or any other record of the materials after we return them to you. We also have the right to destroy all such materials if you do not seek their return within 1 year after the related representation of you has ended. We may, but are not required to, retain copies of the materials, including attorney-work product, related to our representation of you on a particular matter after the representation has ended. You must provide written authorization to us before we will transfer any portion of the files we maintain that relate to our representation of you to someone else.

16. **Interest.** All billing statements are due within 30 days of each statement date. We reserve the right to charge simple interest at the rate of 18% per annum on all sums, whether for fees or reimbursement of costs or expenses, not paid within 30 days of the date of any statement that details the unpaid sums. Our failure to impose the interest charge on any occasion, or on multiple, numerous, and repeated occasions, shall not constitute a waiver of our right to thereafter impose the interest charge on unpaid amounts from the 31st-day after each unpaid amount was initially billed.

17. **Application to Subsequent Matters.** Unless otherwise agreed in writing, the agreement reflected in these Standard Terms and Conditions of Representation, and in our accompanying Engagement Letter and Fee Agreement with you, shall apply not only to our current representation of you but also to any subsequent matters on which we agree to represent you.

18. **Collection.** The cost of collecting the amounts due from you to the Firm shall be your expense. For collection purposes, you consent to the jurisdiction of Colorado courts, and agree to accept personal service via registered mail. The Firm shall be entitled to its reasonable attorneys' fees and costs or expenses incurred for collection, including attorneys' fees for any time spent representing itself, whether or not suit is brought.

19. **Attorney's Lien.** The Firm shall have a lien for its reasonable attorneys' fees and costs or expenses advanced on all claims and causes of action related to its representation of you, which you agree is subject to both these Standard Terms and Conditions of Representation, and our accompanying Engagement Letter and Fee Agreement with you, and on all proceeds of any award or recovery obtained on your behalf (whether by settlement, arbitration award, or court judgment).

20. **Non-Written Modifications Void.** Any purported modifications to these Standard Terms and Conditions of Representation or to our accompanying Engagement Letter and Fee Agreement, not in writing and signed by both you and the Firm shall be ineffective, null, and void.

Standard Terms and Conditions of Representation, Page 2 of 2 _____
Initial Date