

TERMS OF ENGAGEMENT

Pursuant to and in accordance with that certain engagement agreement between Donald Katz, PLLC (the “Firm”) and its clients (you), the following terms are incorporated by reference as provided for in such agreement.

Term of Engagement. Either party may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility and canons of legal ethics. If we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the matter for which the Firm was engaged.

Conclusion of Representation, Retention and Disposition of Documents. Unless previously terminated, our representation will terminate on our sending our final statement for services rendered in the matter for which the Firm was engaged. Following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly on receipt of payment for any outstanding fees and costs. Our own files pertaining to the matter will be retained by the Firm. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Post Engagement Matters. You are engaging the firm to provide the legal services detailed in the engagement letter (“Services”). After completion of the Services, changes may occur in the applicable laws or regulations that could have an effect on your future rights and liabilities. Unless you engage us after completion of the Services to provide additional advice on the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Fees and Expenses. The Firm’s fees will be based on the billing rate for each attorney and/or legal assistant devoting time to the matter. These billing rates are periodically reviewed and subject to change upon reasonable notice. We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, international telephone and telecopy, word processing, and research and filing fees. Fees and expenses of others (such as consultants, appraisers, and local counsel) generally will not be paid by us but will be billed directly to you, unless we agree otherwise. Generally, statements will be sent monthly for work performed and expenses recorded on our books during the previous month, unless, charges and fees are de minimis (under \$100) or other unusual circumstances prevent such timeliness. Payment for Fees and expenses are due promptly on receipt of our invoice, unless otherwise agreed. If any balance due remains unpaid for more than 90 days, the Firm may suspend performing services until satisfactory arrangements have been made for payment of the outstanding balance and the payment of future fees and expenses. The fees and costs relating to the Services are not always predictable. Accordingly, we make no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete the matters at hand. However, we shall keep you apprised of any unusual fees or costs that we foresee. At the Firm’s discretion, any outstanding balance may be charged interest at the annual rate of 12% unless otherwise waived in writing.

Nonpayment. Failure to pay any invoice, cost, or fee incurred, billed and due under this representation may result in the termination of our representation, subject on our part to the applicable rules of professional responsibility and canons of legal ethics. You agree to reimburse the firm for all expenses, reasonable attorney fees, at our then standard commercial rates, and other legal expenses that the firm incurs in collection of fees and expenses owed by you.

Confidentiality. We confirm that during the course of our representation and thereafter, we will take reasonable steps to ensure the confidentiality of any confidential information you disclosed to us in the course of the engagement. We will not use such confidential information except in connection with our representation of you and furtherance of your interests. Confidential information does not include information that (1) is or subsequently becomes publicly available without the Firm's breach of its obligation of confidentiality, (2) became known to the Firm before your disclosure of such information to the Firm, (3) became known to the Firm from a source other than you, and other than by the breach of an obligation of confidentiality owed to you, or (4) is independently developed by the Firm.

Client Responsibilities. You agree to cooperate fully with us and to timely provide all information known or available to you relevant to our representation. You also agree to pay our statements for services under the terms herein as well as all costs in the ordinary course incurred by our Firm related to the engagement.

Conflicts. We will confirm that we performed our standard inquiry within the Firm and have determined that no conflicts of interest currently exist that would prevent our undertaking the representation in connection with the matter at issue. You have represented that you are not aware of any circumstances involving this Firm or its other clients that could constitute a conflict.

Future Conflicts. You are aware that the Firm represents other companies and individuals. It is possible that during the time that the Firm is representing you, perhaps some of our present or future clients will have disputes or transactions with you. You agree 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, nor materially, related to our work for you. We agree, however, that your prospective consent to conflicting representation in the preceding sentence will not apply in any instance where, as a result of our representation of you, 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.