

TERMS OF ENGAGEMENT

This is a supplement to our engagement letter, dated _____. The purpose of this document is to set out additional terms of our agreement to provide legal services. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter for your records.

General

Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed. In retaining us, you recognize that all legal matters involve risks. We cannot and have not made any promises or guarantees to you about the outcome of the representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Upon accepting this engagement on your behalf, we agree to do the following: (1) provide legal counsel in accordance with these terms of engagement in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the matters we are handling for you.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the matters we are handling for you that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

When We Bill

We will be sending you a bill each month for the services performed during the previous month. The bill will also include out-of-pocket expenses (which we call “disbursements”). These are described below.

We want our clients to be fully satisfied with both the quality and cost of our services. We therefore encourage our clients to discuss with us any questions relating to fees for our services. We will make every effort to provide you with bills in a format that meets your needs.

How We Decide What to Bill

Our fees are based primarily on the time devoted to the assignment given us and include consultations, correspondence, meetings, telephone calls, negotiations, factual investigations, legal research, document preparation and travel away from the office on the client's behalf. In certain cases, we may also take into account other appropriate factors, including the novelty or complexity of the issues raised, the legal skill necessary to obtain a particular result, the results obtained, efficiencies we achieved through our particular expertise, the amount of money involved or at risk, and any unusual time constraints or other special demands imposed by the engagement.

The amount of time that we will be devoting to a particular assignment is difficult to estimate. It is dependent upon the novelty and difficulty of the issues and problems involved. Short timetables also tend to increase, rather than decrease, the amount of time because of our inability to schedule work in an orderly way. However, we are sensitive to the cost of legal services and part of my responsibility is to be sure that we devote the least amount of time to giving you the kind of quality legal services that we provide all of our clients.

Our guideline hourly rates for lawyers and other professionals are determined by considering the ability, experience, and reputation of the person performing the service. The rates for professional time are revised periodically to account for augmentation of a particular professional's ability, experience, and reputation, and to take into consideration increases in the costs of delivering our services. Time is recorded in one-tenth hour increments.

Disbursements

We will bill you for out-of-pocket disbursements for photocopying, travel, long distance telephone calls, messenger fees, computerized legal research, filing fees, court fees, expert fees, facsimile, complex document production, after normal business hours and weekend secretarial support, and other costs incurred on your behalf. Other expenses may include filing and service fees, recording fees, transcripts, and registration fees. If we believe that these disbursements will be substantial, we may ask you to pay them directly or in advance. These are billed at our cost; we do not add on any overhead or other charge. The disbursements are included in our bills and we make every effort to make sure that these bills are as complete as possible. However, some disbursements, such as telephone charges, are not available until after bills are sent out and they are billed for later.

If it becomes necessary to hire third parties to provide services for you or on your behalf, we may elect to pay the third party and include that charge as part of our bill to you. Alternatively, we may require that you pay the third party directly. In either event, you will have the final responsibility for payment to the third party. Typical third-party

expenses may include local counsel fees, expert witness fees, investigative fees, computerized litigation support, and charges of other professional service providers.

Payment of Bills

Our bills are payable within 30 days of receipt. Any amounts not paid within 45 days will be subject to a late charge at the monthly rate of 1 percent. In the event that a bill remains unpaid past the due date, the firm may discontinue services. If we are representing you in pending litigation, we may seek to withdraw as your counsel. Whether or not we elect to discontinue representation, if collection activities become necessary, we will be entitled to seek reasonable attorneys' fees and costs of collection.

Termination of Engagement

You have the right to terminate our engagement at any time; however, this action will not relieve you of responsibility for legal fees or disbursements that have already accrued. We will have the same right to terminate the engagement and may discontinue providing legal services if you fail to pay our bills promptly, if you misrepresent or fail to disclose any material facts in the course of our representation, or if anything else occurs that in our judgment impairs an effective attorney-client relationship. Our engagement on a matter terminates automatically when the Firm sends the final bill for services rendered for a matter.

If you discharge us as counsel, we reserve the right to charge you, and you agree to pay, for all out-of-pocket expenses we incur in assisting you in making a transition to new counsel, including time charges incurred and the costs relating to the duplication of file materials and the physical transfer of those materials to successor counsel. Upon any such discharge, all previously billed time charges will be immediately due and payable, along with any new bills for time already spent on the representation not billed as of the discharge.

Finally, an engagement does not impose on us any continuing obligation, after termination of the engagement, to provide advice concerning legal developments that are related to or might have a bearing on the subject matter of any engagement.

Communications and Confidentiality

We have available Internet communication procedures that allow our attorneys to use e-mail for client communications in many instances. Accordingly, unless you specifically direct us otherwise, we may use unencrypted e-mail sent on the Internet to communicate with you and to send documents we have prepared or reviewed.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as client confidences, as required by the governing rules of professional responsibility. If the matters we handle for you involve transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in such matters and (if likewise reflected of record in publicly available records) the results obtained, unless you specifically direct otherwise.

Retainers

If a retainer has been agreed upon, it is further agreed that we have a security interest in that deposit. Retainers are usually considered to be unearned advances. They are placed in trust accounts, usually placed in pooled interest-bearing trust accounts governed by rules adopted by the bar associations in the jurisdictions in which we practice. All accruing interest is paid to a charitable fund established by those bar associations. If you would like your retainer to be placed in an interest-bearing account with the interest accruing to your benefit we can discuss that with you. The need to replenish the retainer is a condition of our continued work and is set forth in the Engagement Letter itself.

Marketing Matters

Our firm has a public web site that identifies some of our clients and publicly disclosed transactions and other legal matters we've handled. In addition, we develop various marketing, advertising and informational materials from time to time that contain similar information. You agree that we may publicly identify you as a client of Bodoff & Slavitt LLP and include your name and logos, and non-confidential information about the transactions and other legal matters we've handled for you, on our web site and in our other marketing, advertising and informational materials. You also agree that we may link from our public web site to your public web site. You may withdraw this consent at any time by informing us in writing.

Other Matters

When we are engaged to represent a corporation or similar legal entity, our attorney/client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions. Therefore, our professional responsibilities, including our duties of loyalty and nondisclosure of confidential information, are owed to the entity and not to the individuals. Our representation is only of the Company, as distinct from any of its subsidiaries and/or affiliates, shareholders, officers, directors, partners, or joint venturers.

Upon termination of an engagement, all papers, documents and other materials supplied

to us by you in connection with that engagement will be returned to you upon your written request. You may also request copies of all discovery documents, pleadings and other papers filed with or by the court or served by or upon any party. Those papers and documents will be delivered to you upon payment of the cost of copying those documents. You may also request and receive copies of our work product, including lawyers' notes, internal memoranda, legal and factual research, investigative reports and other work product consisting of documents and other things prepared in the course of an engagement, but only to the extent you have paid for that work product. If we are required to respond to a subpoena of our records relating to services that we performed for you, or if we are required to testify by deposition or otherwise concerning such services, we will consult with you as to whether you wish to supply the information requested or assert your attorney-client privilege to the extent you may do so properly under applicable law. To the extent permitted under applicable ethical guidelines, current and former clients will pay us for hourly time charges and expense incurred in responding to such demands, including without limitation, the time and expense incurred in searching for documents and for photocopying costs, reviewing documents, making objections, appearing at hearings and depositions and otherwise responding to issues raised by such document requests or testimony.

For various reasons, including the need to avoid unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of documents and other materials in the file within a reasonable time after termination of an engagement. Thus, we will have no obligation to retain files relating to the Firm's engagement beyond a reasonable period of time sufficient to permit you to request documents from us in accordance with the immediately preceding paragraph (except as may be required otherwise by law).

We will provide professional services of a strictly legal nature. In rendering professional services, we will be relying on information provided by you to us in connection with the engagement. You will make such business or technical decisions and determinations as are appropriate; and it is understood that you are not relying on us for business, investment, insurance or accounting decisions or to investigate the character or credit of persons with whom you may be dealing.

Representation In Other Matters

We are hopeful that you will be satisfied with our services and will want to engage us in the future. Should we represent you in other matters in the future, the terms set forth in these Terms of Engagement shall apply unless we otherwise agree in writing.

Disputes

Although we hope no disputes ever arise, if there is a dispute between Bodoff & Slavitt and you on the question of any fee or expense that cannot be resolved by a good faith effort, you and we agree to place the matter before the Fee Arbitration Board of the

Massachusetts Bar Association, or some other fee dispute resolution body, and agree to be bound by the decision.