

[DATE]

Attorney Work Product
Privileged & Confidential

[FIRM]

[ADDRESS]

[CITY], [STATE] [ZIP]

Attn: [ATTORNEY, ESQ.]

Re: [CLIENT]

Dear Counselors:

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

[COMPANY] (the “Firm”, “we,” “us” or “our”) will provide accounting and valuation consultation services to you in connection with your representation of [CLIENT] (“client”). We understand that you may disclose legal theories, as well as other privileged information and work product to us. Accordingly, we agree that during and after the period of our engagement we will not disclose any privileged or confidential information, attorney work product, opinions or other information disclosed to us in connection with our engagement to any person to whom disclosure has not been authorized by you.

We have undertaken a reasonable review of our records to determine our professional relationships with the persons or entities you identified. We are not aware of any conflicts of interest or relationships that would, in our sole discretion, preclude us from performing the above work for you or your client. The value of our firm’s services to you and your client is founded, in part, on our reputation for professionalism and integrity. Our Firm has been engaged from time to time by a significant number of law firms, both locally and nationally, and it is possible that we are or have been or may become engaged by firms representing clients adverse to your client in this matter. We are not restricted from working on other, unrelated engagements involving the parties and law firms involved in this matter; however, all confidential information gained in this matter will be kept confidential.

Although you have retained us in connection with your preparation for the above matter, it is understood and agreed that there is no liability on the part of your firm for the fee for any services to be rendered by us pursuant to this engagement letter, unless our fees are paid directly to you or for our benefit. All fees and other expenses payable to [COMPANY] pursuant to this engagement will be the express responsibility of [CLIENT].

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We will prepare any required or requested written reports, however, our findings may or may not be documented for you in the form of a written report based upon events which occur, and the absence of such written report shall not diminish our rights to be compensated for all work which we have performed.

Although we prefer that a report be rendered, circumstances may result in cessation of our services prior to completion of a written report. Any written reports, documents or schedules, which we prepare, are to be used only for purposes of the above matter and may not be published or used for any other purpose without the express written consent of [COMPANY]. We will be available for courtroom testimony and appearances as necessary.

You further recognize and understand that the scope and type of analyses that we are requested to perform may be changed or other analyses may be required as this matter progresses. We reserve the sole right to decide the methodology to be employed as well as the extent of review, research and other preparation to perform such analyses. Our fees are not contingent upon the outcome of the foregoing matter for which we have been engaged either in terms of any ruling issued or findings made by the Court or in regard to the results of our review and the conclusions which we may reach hereunder. The outcome of our analyses and the result or conclusion which we may reach may not be consistent with the objective of our engagement based upon the documentation which we may review and the facts which we may ultimately discover. Furthermore, the decisions rendered by the Court in this matter may also be inconsistent with our conclusions.

We will be performing specific analyses, which may or may not be in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Accounting Principles (GAAP). Our engagement hereunder is not intended to detect fraud unless that objective is specifically expressed in this letter of retention above.

We assume no responsibility under this engagement letter other than to render the services outlined herein and as may be agreed upon between us at a later time. We shall not be liable for any error in judgment or act of omission provided that we have acted in good faith, with reasonable care and professional competence and not in violation of any law. You and your client agree to hold our firm, its Partners, Directors, and employees harmless from all liabilities, costs and expenses relating to this engagement, as well as expenses (and those of our legal counsel) incurred by reason of any action taken or committed to be taken by us in good faith. In no event will our firm be liable for incidental or consequential damages even if we have been advised of the possibility of such damages. Certain values, derived from the reports of others, and which are so designated, may be included in our report. We take no responsibility for those items, nor do we take responsibility to update or disclose any events or circumstances occurring after the date of any report which we issue. No third party shall have any right against us by reason of this engagement for services rendered hereunder.

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You acknowledge that your client's confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your and your client's employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that you and your client are responsible for the actions of your respective current and former employees, representatives, or other agents in connection with the transmission of any confidential information.

We require an initial retainer in the amount of [\$AMOUNT], which will be applied to our final invoice. We also require this letter of retention to be signed by you and by [CLIENT] in order to commence our services hereunder. Our fees for these services will be based upon the actual time incurred at our standard hourly rates plus direct reimbursable expenses such as travel and other out-of-pocket expenses. Additionally, these hourly rates may be increased over time and you agree to pay the then effective rates, upon advance notice. You will also be billed an administrative fee of 3% of our professional fees as an allocation of overhead expenses that are not billed as direct reimbursable expenses. Our rates for providing testimony services at a deposition, trial, arbitration or mediation shall be billed at one hundred twenty percent (120%) of our standard hourly rates. Any billable time for the preparation or attendance during an arbitration/mediation, deposition or trial shall be billed at our standard rates.

Such bills are payable within thirty (30) days of the billing date. Interest at the rate of one percent (1%) per month will accrue on any balance not paid within thirty (30) days of the invoice date. We reserve the right to discontinue services if billings are not paid when due.

In connection with the services to be performed, it is difficult at this time to specify the extent of the contemplated services and the time involved. Nevertheless, we shall exert every effort to proceed with this matter in the most efficient and expeditious manner possible and to limit our services to those required. We reserve the right to request an additional retainer from time to time as work continues.

It is further expressly agreed that any outstanding balance must be paid in full prior to our submission of a report and prior to our preparation for testifying in Court on this matter. Irrespective of any other provisions in this letter of retention, should a balance due remain for fees upon a judicial determination of this case or by settlement between the parties, it is agreed that you shall provide for payment in full of our outstanding fees and expenses in a final settlement document prepared in this matter, and your client shall remain liable for such payment to us until we receive same.

Our Firm keeps detailed records of time and expenses incurred in this matter, which shall be available for your review at any time upon reasonable notice. If at any time you have a question concerning our billing statement, please contact us and we will be happy to explain the charges. It shall be the affirmative obligation of [CLIENT], under this letter of retention, to review our bills as they are rendered and to raise questions concerning such bills in a timely fashion. Failure to raise such questions in a timely fashion (regardless of whether or not our firm waives its right under this letter of retention to terminate its engagement if prompt payment is not made) shall be

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deemed to constitute acceptance of the charges presented on the outstanding bill as fair and reasonable. In the event that [CLIENT] fails to dispute any of our statements of amount due within twenty (20) days of your receipt of same, [COMPANY] shall be entitled to assume and rely upon the fact that your client has accepted the obligation to pay such statement in its entirety.

If this matter is settled, we will destroy our files or have our files delivered to you, at your option. If this matter does not settle, our files will be retained in accordance with our storage policy, which is available upon your request.

If [COMPANY] pursues collection of any outstanding unpaid balance in Court, it is also specifically agreed that your client shall be responsible for our attorneys' fees and court costs. It is agreed that reasonable attorneys' fees will be one-third (1/3) of any outstanding balance due.

[COMPANY], you and [CLIENT] each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this engagement letter, and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

[COMPANY], you and [CLIENT] each expressly agree and acknowledge that the Supreme Court of the State of [YOUR_STATE], County of [YOUR_COUNTY], and the United States District Court for the [YOUR_DISTRICT] of [YOUR_STATE], shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party.

This provision is a material inducement for [COMPANY] to accept this engagement in accordance with the provisions of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of this Firm and/or the Company and our relationship with you shall be governed by the laws of the State of [YOUR_STATE] to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards there under. In any litigation brought by either this Firm or the Company, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

Assuming that this letter meets with both your approval and that of [CLIENT], kindly sign and date this letter in the spaces provided below and return to us with the retainer fee in the envelope provided. Upon receipt we will send a fully executed engagement letter and commence our services.

Very truly yours,

[YOUR_COMPANY]

[ATTORNEY, ESQ.]

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[PARTNER]

PTN/xx

ACKNOWLEDGMENT

WE HAVE READ, UNDERSTAND AND APPROVE THIS LETTER OF RETENTION. WE AGREE TO ITS TERMS AND CONDITIONS AND ACKNOWLEDGE FULL FINANCIAL RESPONSIBILITY FOR THE FEES PAYABLE HEREUNDER.

[CLIENT]

Name

Date

Title

Date

Address: _____

Phone

ATTORNEY'S ACKNOWLEDGEMENT

WE ACKNOWLEDGE AND APPROVE THE ABOVE AGREEMENT. WE DO NOT ACCEPT ANY FINANCIAL RESPONSIBILITY FOR THE FEES PAYABLE HEREUNDER.

[FIRM]

Attorney, Esq.

Date