



One Liberty Place  
1650 Market Street, Suite 3600  
Philadelphia, PA 19103  
Tel: 267-507-6085  
Fax: 267-506-6048  
E-Mail: [jgrabar@grabarlaw.com](mailto:jgrabar@grabarlaw.com)  
[www.GrabarLaw.com](http://www.GrabarLaw.com)

Joshua H. Grabar, Esq.

**Re: *Demand for Inspection of Books and Records Pursuant to 8 Del. C. § 220 (the "Demand") and Potential Ensuing Shareholder Derivative Litigation***

You are receiving this letter to confirm that you have retained Grabar, LLC d/b/a the Grabar Law Office (hereinafter the "Firm") to represent you as a named plaintiff in the Demand and any ensuing litigation and to describe the terms and conditions of our retainer agreement. You should read this letter carefully because it contains important information about your rights.

1. In making this agreement, the Firm is relying upon your representation that you currently own shares of the subject company (the "Company") and have continuously owned such shares, in whole or in part, during the relevant times hereto. You understand that in order to continue to serve as a representative plaintiff you must continue to hold at least one or more share(s) in the Company. If, during the course of the Demand and any ensuing litigation, you determine that all of your share(s) in the Company should be sold and you do not retain ownership in any share(s) in the Company, you shall instruct the Firm to withdraw you as a plaintiff from the Demand or any ensuing litigation, without incurring any charge for fees and/or expenses. You agree to contact the below listed counsel to notify him if you sell all of your current holdings during the course of the Demand or any ensuing litigation. A derivative law suit seeks to recover monies on behalf of the Company for wrongdoing committed by the Company's officers/directors that have damaged the Company to the detriment of its shareholders and institute corporate governance measures that are intended to deter and detect the specific mischief engaged in that caused the Company harm so it does not happen again. Depending upon your involvement in the Demand and any ensuing litigation, we may also petition the court for an incentive award on your behalf for your participation in the lawsuit.
2. As a representative plaintiff, you understand that you have a responsibility to represent the best interests of the Company and its shareholders, and to participate in the prosecution of this Demand and any ensuing litigation. You further understand that a representative plaintiff cannot have any interest antagonistic to or in conflict with other shareholders concerning the Demand and any claims alleged in any ensuing litigation or any relationships with any of the named defendants that would in any way impair your ability or incentive to obtain the best possible result on behalf of the Company and its shareholders. Based on your knowledge at the present no such conflict currently exists. The Firm will represent you on a fully contingent basis as described in this paragraph. If the Demand and any ensuing litigation results in a monetary recovery for the Company or other benefits to the Company and its shareholders, such as additional corporate governance measures, we will seek to have our attorneys' fees and costs paid by agreement with the defendants, subject to Court approval, or otherwise by application

to the Court. **You will not be responsible for payment of our attorneys' fees or costs accrued in connection with the Demand or any ensuing litigation.**

3. **The Firm further agrees to pay all costs and expenses that it deems necessary to prosecute the Demand and any ensuing litigation.** Such costs and expenses will include items such as discovery, hearing of evidence, court fees, attorneys' fees, telephone, copy and mailing charges, as well as more substantial items, such as the cost of travel, deposition and trial transcripts, and expert witness and consultant fees.
4. You understand and agree that in the course of the Demand and any ensuing litigation, the Firm may, without further notice to you, employ and/or work with other law firms, and that the Firm may divide any fees it may receive with such other law firms in proportion to the services performed by each firm. The Firm will advise you in the event such other firms are retained. Such firms likewise will represent you on a fully contingent basis as described in Paragraph 2 and will pay all costs and expenses they deem necessary to prosecute the Demand and any ensuing litigation, as described in Paragraph 3.
5. The Firm's files and papers compiled in connection with the investigation and prosecution of this matter constitute the work product and property of the Firm over which it has complete control with respect to its use and/or disclosure. The Firm will provide you with copies of its correspondence, emails and filings related to the Demand and any ensuing litigation and will keep you apprised of the status of the Demand and any ensuing litigation.
6. By countersigning this letter, you further confirm that I have advised you that you should not destroy or alter, and that you should retain and preserve, any and all papers or electronic files which relate in any way to your interactions and transactions with your purchase or sale of Company stock, and to the claims asserted in this action generally. This preservation confirmation includes not only preservation of hard copy paper but also of data generated by and/or stored on your electronic storage media (*e.g.*, hard drives, floppy disks, back-up tapes or other electronic media, if any).

If the foregoing is agreeable to you, please sign below and return this signed agreement to us. You may retain a duplicate copy of this letter for your records.

Very truly yours,

\_\_\_\_\_  
Joshua H. Grabar

Accepted by:

\_\_\_\_\_  
Client