

RETAINER AGREEMENT

We believe that an understanding of our relationship and your financial obligation to the firm should be explained and agreed upon at the inception so as to avoid any potential confusion or misunderstanding. This Retainer Agreement shall serve to confirm the terms of our firm's agreement with you to handle certain legal matters.

MANFREDI, LEVINE, ECCLES, MILLER & LANSON, APC, will do its best to provide you with the most economical representation in connection with the legal matter(s) on which we, at any time, represent you. Therefore, we may assign the handling of all or part of your legal matter(s) to an attorney in our firm other than the attorney with whom you originally consulted. Each attorney who will work on your legal matter(s) will be well qualified to handle same. Depending on the nature of the circumstances, there may be interoffice conferences among attorneys. Also, there may be occasions where more than one attorney attends conferences, makes court appearances or otherwise works simultaneously on your matter(s). You will be responsible for payment of each person's time even though it may be somewhat duplicative of or concurrent with other members of the firm.

As we indicated during our initial consultation, we will endeavor to provide you with our best efforts. Of course, we cannot guarantee you that a favorable result will be achieved on your behalf. Nothing in this agreement, and nothing in the lawyer's statements, should be construed as a guarantee or promise regarding the outcome of the case. Any comments by the lawyer regarding the outcome were mere expressions of opinion. If any statements are made regarding the outcome in the future, they too are expressions of opinion because there can be no assurances that client will prevail. Client's consent is an acknowledgment that the lawyer has made no promises regarding the outcome.

Any and all legal services rendered by us on your behalf, whether consultation, litigation, meetings (including initial meeting and/or initial telephone conference), required travel (on a portal to portal basis), telephone conferences, research, intra-office conferences, secretarial services, word processing services, or any other service, shall be billed to you on a time and charge basis, at the respective hourly rates of the attorneys or other persons who render any such service(s), the hourly rates therefor being the respective hourly rates prevailing for such attorneys or other persons at the time such service(s) is (are) performed by them. Oral estimates of fees are not binding on the firm as a maximum fee, a fee range, or otherwise. Only written statements of fixed fees, fee range, or maximum fees signed by a principal of the firm will be binding. This is not a fixed fee agreement. Client understands the fees and expenses required ultimately are a function of many conditions over which we may have little or no control and may be more or less than any estimate.

Client agrees to cooperate, be honest and notify the firm in writing of any changes in

address or telephone number within a reasonable time.

Presently, our firm partners bill at the rate of \$465.00 per hour, and the associates bill at \$395.00 per hour. All rates are subject to change without notice. Upon your request, our Accounting Department will submit rate information to you. The firm bills in quarter hour increments (i.e., .25 of an hour basis for its services). Our fees and costs will be billed monthly on approximately the 1st day of the month, and payment is due within ten (10) days of your receipt of the bill. If we have not heard from you within five (5) days after sending you our statement, we shall assume that the statement is accurate as presented. Therefore, if you have any questions concerning your bill, please call us immediately upon receipt thereof. Any delay in our billing will not result in any waiver of our fees. If you believe the expenses are mounting too rapidly, please contact us immediately so we can discuss and evaluate your options. When we do not hear from you, we assume you approve of the overall level of activity on our part in the matter on your behalf.

By execution of this Agreement you are authorizing us to transfer out of any trust fund held by us for your benefit the amount necessary to offset balances due on fees and costs. In the event we proceed to a point where we deem it necessary, we may request that you pay an advance which will be placed in our Client Trust Account to apply towards fees and costs incurred. The amount of any such advance will depend upon our anticipation of fees and costs over a specified period of time. In the event the ultimate fees and/or costs are greater, you are, of course, responsible for said additional sum. In the event such fees and/or costs are less, any balance will be promptly returned to you upon completion of your case. At our discretion, we may instead request that a replenishable retainer be deposited into our Client Trust Account. We will hold the deposit in the Client Trust Account and apply it to each bill when rendered. At the time of each billing you will be required to pay any additional balance in an amount necessary to return the deposited amount to whole. At the conclusion of the matter, the deposit will be applied to the final bill, in which event you will be responsible for any remaining amount due over and above the deposit. If no amount remains due after the deposited funds have been applied to the final invoice, and should any deposited funds remain, you are entitled to and will have those funds returned in a timely manner.

You hereby grant the firm a lien on any and all claims and causes of action that are the subject of our representation (now or in the future) under this agreement. Our lien will be for all sums remaining unpaid at the conclusion of any case. In that regard, you hereby grant the firm a limited power of attorney to endorse your name to any check or draft received in a settlement or judgment and to distribute funds in payment of our fees and expenses in accordance with this agreement.

In the event of any default in the payment of legal fees or costs, a penalty/late charge will be imposed at the rate of ten percent (10%) per annum (.8333 per month).

The fee for a "standard" set up and organization of a corporation or LLC is a fixed amount

of \$1,850.00, which includes document preparation, photocopying and postage charges, interviews and communications with the responsible attorney. Not included in this amount are filing fees and out-of-pocket expenses to third party vendors; these will be itemized and billed separately as expenses on the Client statement. The fee for the “standard” set up does not include the preparation of agreements among the shareholders or members of the entity restricting resale of shares or stating rights and options to purchase the shares or interests (which agreements are commonly known as “buy-sell” or “buy-out” agreements). Preparation of “buy-sell” or “buy-out” terms between shareholders or members will be charged by the hour at the firm’s regular hourly rates.

Except where the fee is a fixed amount as in the above paragraph, you shall additionally be responsible for the payment of all out-of-pocket costs incurred on your behalf. These costs include such items as travel, long distance telephone calls, photocopying, postage, filing and service fees, fees of court and deposition reporters, fees for preparation of transcripts and the like. Our Accounting Department will submit a breakdown of all costs charged and our normal billing practice concerning such costs, upon your request. The firm maintains professional errors and omissions coverage.

In litigation matters, commencing six months prior to the date of trial, our fees and costs may, at our option, be billed on a weekly basis, or we may require payment of a replenishable retainer that shall be maintained at all times through the conclusion of our representation. At our discretion, payment of such replenishable retainer shall not be a substitute for or eliminate the necessity to timely pay the full amount of our fees and costs, as reflected on our billing statements. Your failure to pay such retainer when requested or to maintain the amount of such retainer shall grant us the automatic right to withdraw as your counsel and you shall fully cooperate and execute a substitution of attorney upon our request. In the event that we are required to file a motion to withdraw as counsel, you understand that it may be difficult or more costly to retain new counsel so close to trial.

This agreement will not take effect, and we will have no obligation to provide legal services to you, until you return a signed copy of this agreement, together with the required retainer, but the effective date of this agreement will be retroactive to the date we first provided legal services to you. Even if this agreement is not executed and returned by you, you will be obligated to pay the reasonable value of any services we may have performed for you at your direction. This agreement shall be applicable for the matter initially retained and for all future work performed for the client.

It is agreed that this Agreement may be terminated by either party for any reason whatsoever upon written notice to the other. If we have made a formal or general appearance in a court of record or public agency proceeding, you agree to execute a substitution at our request in favor of other counsel or yourself in propria persona. If the Agreement is terminated at your request, we agree to cooperate with any successor counsel, or with you, in effecting such a transition; however, we shall be entitled to be paid at our normal hourly rate for all time necessarily incurred by us in effecting such a transition, and you shall be responsible for payment of all fees and costs incurred through the completion of such transition. We shall have the right to destroy

MANFREDI, LEVINE, ECCLES, MILLER & LANSON, APC

Retainer Agreement

Page 4

files three (3) years after the file has been closed. It shall be the client's obligation to request a copy of their file or any pertinent documents therein within two (2) years after the file has been closed.

Each individual signing this Agreement on behalf of a corporation agrees that he/she is personally liable for all amounts owed to MANFREDI, LEVINE, ECCLES, MILLER & LANSON, APC, by such corporation. Each individual signing this Agreement individually shall also be personally liable for all amounts owed by reason of services (or costs) performed by MANFREDI, LEVINE, ECCLES, MILLER & LANSON, APC, now or in the future for a corporation, partnership or other entity in which you have an interest. In those situations when we represent more than one (1) client in a particular matter, each client is jointly and severally liable for the total unpaid balance due MANFREDI, LEVINE, ECCLES, MILLER & LANSON, APC, with respect to that matter. This Agreement shall be deemed to have been entered into in Ventura County, California. Please acknowledge your understanding of and assent to the above by signing where indicated below. A copy hereof is provided for your records.

ACCEPTED AND AGREED TO:

Client Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____