

**Standard Terms of Engagement
for Legal Services
Alan C. Triggs, Attorney at Law**

We are pleased that you have retained Alan C. Triggs, Attorney at Law, to represent you. We look forward to working with you to meet your business needs and legal objectives. This attachment contains the standard terms and conditions applicable to the engagement of Alan C. Triggs, Attorney at Law, as your attorney. Unless expressly stated in the initial Engagement Agreement accompanying this attachment, the following constitutes our agreement for the provision of legal services to you. You should carefully review the attachment and contact us if you have any questions.

Scope of Work to be performed by Alan C. Triggs, Attorney at Law

We will provide competent representation of your interests, consult with you regarding your objectives and endeavor to keep you advised of the status of your matter(s) to the extent necessary to enable you to make informed decisions. Expressions on our part concerning the probable outcome of our representation will reflect our best professional judgment, but are not guarantees, as they are limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

We will maintain confidentiality with regard to the handling of your matters as well as any other information you provide to us, except to the extent that you consent to the contrary, or as necessary to carry out our representation; or as required by the ethical rules governing lawyers or by applicable law.

In order to serve you, we ask that you cooperate with us by responding to any inquiries we make, provide written materials or documents in a timely manner, and otherwise provide us with any and all information necessary for us to represent you. Failure to provide such information could prejudice the quality of our representation and advice to you, and could ultimately reduce the effectiveness of our representation.

Unless otherwise agreed to and made a part of the Engagement Agreement, if the scope of our engagement involves providing you with written tax advice, or if during our representation of you we provide you with written tax advice, please be advised, to insure compliance with requirements imposed by the Internal Revenue Service, any such advice is not intended or written to be used and cannot be used by you for the purpose of avoiding United States Federal tax penalties that may be imposed. If such advice is used to promote, market, or recommend any transaction or investment, the advice is written to support the promotion or marketing of the transaction or matters addressed and each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Provision of Legal Services and the Basis of our Fees

The principal attorney handling your matters will supervise your work, or parts of it, and will also supervise the work performed by other attorneys, legal assistants or other professionals in the firm. We may use other attorneys, legal assistants, contract attorneys and other professionals for the purpose of involving those with a particular knowledge in a given area or for the purpose of otherwise providing service in the most efficient and timely manner.

We record our time in tenths of an hour. In most cases, we determine the amount charged for our legal services by the time expended by attorneys, legal assistants and other professionals at their hourly billing rates. If we have agreed to an alternate basis for calculating your fees, it is set forth in the accompanying Engagement Agreement.

Our hourly rates usually change at the beginning of each calendar year to take into account current levels of legal experience, changes in overhead costs and other factors. Upon request, we will furnish to you the current hourly rates of the attorneys, legal assistants and other professionals who we anticipate will be working on your matters. Also upon request, we will endeavor to provide an estimate of the amount of fees and costs likely to be incurred in connection with a particular matter.

The fees and costs related to a matter are not predictable and if we provide you with a budget, it will constitute our best estimate, at the time, of the cost of the engagement, based upon information then available to us. We make no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete a matter. Unless otherwise set forth in the Engagement Agreement, payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Under certain circumstances, we will accept representations on a fixed-fee basis. If we have agreed to a fixed-fee arrangement, it is set forth in the Engagement Agreement. Additionally, we occasionally undertake certain representations on a contingent fee basis. Contingent fee arrangements are set forth in a separate contingent fee agreement that accompanies the Engagement Agreement.

Disbursements and Other Expenses

We will charge you an amount established by the firm for photocopies, computerized legal research, toll and long distance telephone charges, air freight charges, facsimile transmissions, in-house messenger services, postage and overtime staff charges. Upon request, we will furnish to you a summary of the current charges for these services. We will also pass along to you certain costs that we have incurred on your behalf for services provided by third parties. These include, but are not limited to, travel and lodging expenses, meals, courier services, special copy services, filing and other court fees, arbitration and mediation fees, and fees paid on your behalf to expert witnesses, court stenographers, title companies and other service providers. In most cases, these charges will be billed to you on your monthly statement.

We try to manage our own business efficiently so that we can deliver legal services to our clients in a cost-effective way but do so consistently with our obligations to preserve client confidences. Like many organizations, we may decide that we can operate more efficiently by outsourcing certain functions, including delivery, storage, duplicating and information technology. From time to time, we may use a third party to assist us in the collection of older accounts receivable, and we use the services of consultants and hardware and software vendors to advise us on the

efficient operation of our firm and the effective use of our systems. These parties may have some access to client confidential information in performing their services. All are bound by duties of confidentiality so that their obligations to preserve confidentiality are the same as that of our own employees, and we recognize that the ultimate responsibility for preserving our clients' confidences rests with the firm. You consent to our allowing nonemployees access to information as outlined in this paragraph.

On occasion, we will ask that arrangements be made between you and a third party directly for the payment of services provided on your behalf. These include any costs for services performed by third parties on your behalf that exceed \$500. All such costs and expenses, whether or not paid by us, are contracted for by us as your agent and you agree to pay these costs promptly.

Retainers

For new clients and in certain other cases where we deem it appropriate, we require the advance payment of a retainer in an amount we specify to serve as both an advance payment of and security for our fees. The attorney in charge of your representation will advise you of the amount of the retainer we will require before we can commence work. If the amount of the retainer proves insufficient, we may require that it be increased. We treat all retainer payments as funds of our firm upon receipt; we reserve the right to apply retainer amounts to payment of our fees and costs. We will expect you to replenish the retainer upon request. We reserve the right to suspend representation if the retainer is not replenished within thirty (30) days of the date you were notified to do so.

At the conclusion of our representation, we will return to you the balance of any remaining retainer after deducting our fees and costs. If you terminate our representation of you, unless otherwise agreed upon in advance in writing, we will refund to you any portion of the retainer not applied by or owed to us for our fees and costs with respect to services performed and disbursements accrued prior to such termination.

Conflicts

The firm only has 1 lawyer. Our conflicts process involves the application of the standards set forth in applicable Rules of Professional Conduct. We will not represent another client whose interest is directly opposed or adverse to your interest.

Where the Firm is Holding Client Funds

Unearned retainers will be held in an IOLTA (Interest on Lawyer Trust Account) account, an un-segregated trust account for the deposit of qualified funds by a lawyer. Clients receive no interest on IOLTA funds; interest on IOLTA funds is transmitted to each jurisdiction's respective IOLTA Board, and is used for the delivery of civil legal assistance to the poor, educational legal clinical programs and the administration of justice. In general funds may be deposited into an IOLTA account when they are nominal in amount or are reasonably expected to be held for such a short period of time that sufficient interest income will not be generated to justify the expense of administering a segregated account.

Under the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), all client funds deposited in a firm's IOLTA accounts will be fully insured by the FDIC, regardless of amount through December 31, 2012. Unless the rule is renewed, after that date these accounts will be subject to the basic FDIC insurance amount.

Frequency of Billing, Payment Terms and Payment Disputes

We render statements for legal services and expenses monthly unless otherwise set forth in the Engagement Agreement. The detail contained in the statement is intended to inform you about the fees and disbursements incurred and the nature and progress of the work performed. These invoices usually contain confidential information protected by legal privileges, which may be waived if you do not treat them as confidential.

All invoices are due upon presentation. If any invoice is not paid within fifteen (15) days of its date, interest may be imposed at the rate of 1/2% per month, except as and where prohibited by applicable law. Additionally, we may postpone or defer providing additional services or discontinue our representation if billed amounts are not paid when due. If a delinquency continues and you do not arrange payment terms satisfactory to us, we may pursue collection of your account. You agree to pay the costs of collecting any such delinquency, including court costs and reasonable attorneys' fees.

Termination of our representation does not discharge your obligation to pay our Firm all amounts due. If the matter in which you have engaged us to represent you is covered by insurance, at your instruction, we will cooperate with your insurance carrier and insurance professionals by providing information regarding your claim and copies of your billings. However, insurance companies sometimes dispute the issue of coverage and the amount, if any, they are willing to pay their insured's' independently retained counsel. In addition, insurance carriers sometimes impose delays before payment. Accordingly, we will bill our fees and costs directly to you, and payment will be due from you on a current basis, whether or not your carrier eventually reimburses you.

In the unlikely event of a billing or payment dispute, please address your concerns to the attorney with whom you are working on this matter within thirty (30) days of receipt of our invoice. If we do not hear from you within this time, we will assume that the invoice presented to you represents a fair and reasonable charge for the services rendered and expenses incurred on your behalf, and we will expect payment in full of such invoice.

Termination of Representation and Retention and Disposition of Records

You may terminate our representation of you at any time. In the event that you choose to change representation to any attorney outside of our firm, we will require written notice authorizing the transfer of your files, as well as written acknowledgement of your responsibility to pay any outstanding accounts receivable and unbilled time.

We typically maintain a file of documents during the representation. You agree that work product prepared for the internal use of our lawyers, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, remains our property. At the conclusion of this matter or any other representation we undertake on your behalf, you agree that all electronic and hard copies of documents or data we have in the file relating to the matter (or other representation, as applicable), whether we may have received them from you, received them from others, or created them ourselves, may be handled and ultimately destroyed in accordance with our record retention policy then in effect. However, if you make a written request for the delivery of specific documents while we still retain them, and if we have received payment of all of our invoiced fees and costs, all documents in our file that you so request (other than documents that remain our property as described above) will be delivered to you at your expense.

The ethical rules governing attorneys specify several types of conduct or circumstances that require or allow us to withdraw from representing you. These include, for example, non-payment of fees or costs, misrepresentation of or failure to disclose material facts, actions contrary to our advice, conflicts of interest with another client, or failure to return the signed Engagement Agreement. We will attempt to identify in advance and discuss with you any situation that may lead to our withdrawal. Should we have to withdraw from representing you, we will give you prompt notice.

If you discharge us or we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including executing any documents necessary to complete the termination of the representation. We will take all steps that are ethically and reasonably practicable to protect your interests until our withdrawal is complete. If a discharge or a withdrawal occurs, we will be entitled to be paid or reimbursed for all costs and expenses paid or incurred by us on your behalf, and we will also be entitled to be paid a reasonable fee for those professional services we have rendered to you through completion of the termination process and for which we were not previously paid.