

Law Offices of
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General Representation Agreement

Thank you for selecting me to perform legal services for you. I thank you for your trust and look forward to working with you.

When legal services are needed, most people have questions about the cost and terms of those services. In anticipation of those questions, and to explain my billing procedures, I have developed this engagement letter.

I agree to provide you with those legal services that you from time to time request. It is my responsibility to develop a clear understanding of your legal questions and needs, and to resolve them as efficiently as possible, with special attention to your unique circumstances. I commit myself to communicate clearly with you and to avoid the unnecessary use of confusing legal terminology. I intend to be accessible to you and will welcome your questions.

You have certain responsibilities with regard to this representation also. For example, It is your responsibility to communicate when I should begin work on your situation and when I should stop. To avoid confusion, a confirming letter will be sent to you when a matter or file is opened on your behalf

STANDARD HOURLY BILLING. I agree to bill you for my services (other than explained below) on an hourly basis for time spent on your matters, including travel and telephone time. The time recorded will be billed in increments of 1/10 of an hour (six minutes). [*For example, if eighteen minutes are spent making a telephone call and preparing a brief letter, the charge will be for .3 of an hour.*] My current billing rate is \$150 per hour, but it may be increased by me without prior notice to you (but only once each year and no more than \$25 per hour, any increase exceeding these limits must be made by a separate agreement between us). You have the right, at any time to request a written Estimate of the work to be performed and the associated attorney fees for that work

FLAT FEE BILLING. On some matters, I will quote you a flat fee for the representation. If and only if, a flat fee has been quoted, I will bill you according to the quote and not by the hour. If I am billing you on an flat fee basis, you will receive a written Quote from me at the time of engagement.

CONTINGENT FEE BILLING. On still other matters, I may bill you on a contingent fee basis, but only if you have signed a separate Contingent Fee Agreement with me.

Regardless of the type of billing, I will endeavor to use the professional who is best able to complete the job at the most cost-effective rate. Accordingly, I will use the services of other firm

legal personnel: associate attorneys (\$90 to \$125 per hour), paralegals (\$75 per hour), and/or legal assistants (\$60 per hour) in handling your legal matters.

COSTS. Each statement will also include a charges for long distance telephone, facsimile transmission, photocopying, postage expenses and other misc. administrative expenses. The charges for administrative expenses will be billed as costs on your statement. In addition, you will be billed for direct expenses, such as, court filing fees, travel expenses, recording and certification fees, computerized legal research, courier services, other professional fees, overnight express mail, and photocopying of our file if you request a copy. The charges for these direct expenses will be billed as costs on your statement.

BILLING. Each month, I will provide you with an itemized statement for services and costs. You agree to pay in full the amount of each statement within 15 days after you receive the statement. If you pay in cash or check prior to the 10th day after the date of the statement, a 1.5% fee only discount is given (billing against a retainer will also be eligible for this discount, except in the case of a Flat Fee Billing). Otherwise the amount billed is the cash price.

LATE FEES. If you pay later than 30 days after you receive the statement, you agree to pay a time-price differential calculated at the rate of 1 1/2% per month (18% APR) of the balance from the date billed until paid.¹ All returned checks or reversed payments will be charged an administrative fee of \$35.00 in addition to any actual cost to us charged by banking institutions.

RETAINER. In order to engage my services, I require a retainer as described in the summary to be placed in my client trust account for the purpose of securing the fees and costs associated with your representation. The amount of the retainer is described in the paragraph titled “Retainer” of the “General Representation Agreement – Summary” and that entire section is adopted by reference here. *ON FLAT FEE BILLED MATTERS ONLY, the retainer paid is non-refundable and shall be considered a payment against the quote provided. IN ALL OTHER CASES, the retainer paid, to the extent unused, is refundable at the close of representation and shall be maintained in a separate “trust” account for your benefit.* On the date each statement is sent to you, I will deduct the full amount of the charges owed (or the retainer amount, whichever is less) from the trust account. The statement you receive will show the balance owed (if any) and may include a request to replenish the retainer amount to the original balance. The balance owed portion is subject to late fees, the replenish request is not subject to late fees. However, if the retainer is not replenished within 30 days of the statement date, I may cease working on your file until it is replenished.

TERMINATION. You may terminate my services at any time by giving me written notice, and I may terminate my services at any time provided that I give you at least 15 days written notice. In any case, I retain the right to collect all fees and costs still owing at the time of termination. If you terminate my services orally, I will confirm such termination in writing; unless you object in writing to me within 10 days of the date of my confirming letter., you agree to the truth of the facts stated in the confirming letter.

CONFIDENTIALITY. Anything that is communicated between myself as the attorney (or my firm) is treated as confidential and will not be disclosed outside of the firm except as required by law or at your direction. Many, but not all, of the communications will be covered by the Attorney-Client privilege and may not be disclosed absent your direction or by specific order of a

¹ Attorney, paralegal, or legal assistant time spent collecting on overdue accounts is billed at the same rates as hourly fees and shall be added to the amount owed by the client, regardless of the billing arrangement.

court. During the representation, it may be necessary to disclose certain items which are not "secrets" in order to advance your interests, I will use my discretion as to the disclosure of these items unless you direct otherwise. For more information, please see the attached privacy disclosure or call to discuss. (You will not be billed for such inquiries.)

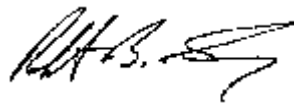
MULTIPLE CLIENTS. If this engagement letter is addressed to more than one individual, then you have requested that I represent both (or all) of you in connection with your legal needs. Representation of two or more parties, by its nature, creates special issues that should be addressed. First, each of you is a separate client, and each of you is entitled to separate legal counsel with respect to your current legal needs, should you so choose. At this juncture, you have stated that your interests with respect to the current matter are similar or identical and that you prefer not to use separate counsel. It is possible that your interests may differ at some point in the future. If this occurs, a conflict situation may arise in which I will have a duty to disclose your differing interest to one another or in which I will be required to withdraw from representation of all of you as a result of a conflict of interest. Because all of you are my clients, I will maintain confidentiality of your matters only between you as a group and the rest of the world. I cannot effectively represent you if I cannot be candid with all of you as a group.

BUSINESS CLIENTS. If this engagement letter is addressed to a business entity, alone or with others, then I am representing the entity as a whole and not necessarily the interests of any one owner / manager. Keep this in mind -- the company is a separate legal client as it relates to the previous paragraph.

FILE PRESERVATION. You agree that I may destroy my file, in such a manner as to preserve your confidentially, without any further notice to you, after 5 years from the termination of my services. The last time that services were performed will be considered to be the time of termination. I do not destroy original documents, and I will either retain them indefinitely or return them to you, or file them with an appropriate government agency²

If you have any questions concerning this letter or any statement that you receive from me, please contact me promptly so that the matter can be resolved to our mutual satisfaction.

Very truly yours,



Robert B. Long

March 6, 2008

² My office takes great care so as not to destroy original documents. However, mistakes do happen. After the five years have passed, you agree not to hold my office responsible for such mistakes.

PRIVACY DISCLOSURE NOTICE

Law Offices of Robert B. Long **Privacy Policy**

Providers of personal financial services are now required by law to inform their clients of their policies regarding privacy of client information. Although the courts have now ruled that Attorneys are exempt from these requirements, I believe that it is still important to provide you with our office policies on this important matter.

Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those imposed by the attorney-client privilege and the law. Therefore, we have always protected your right to privacy, and will continue to do so.

Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. Also we may refer you to other professionals and disclose non-secret information to further your interests. In all such situations, we stress the confidential nature of information being shared. On rare occasions a referral may involve a monetary payment to us and should this situation occur you will be informed and consent to the referral fee. We have never, nor will we ever, sell your information to anyone!

Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

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