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601
CHERRY HILL, NJ 08034
856.795.7250

TO: Shareholder
Via email

Re: **Shareholder Litigation**

Dear Sir/Madam:

Thank you for contacting us regarding the class action lawsuit. Attached is a copy of the retainer agreement. If you have not viewed the complaint on our website, we can fax or mail you a copy of the complaint if you advise us of your facsimile number and/or address. If you already have, we will forward it to you shortly. The Complaint outlines the allegations against the company. Please fill out the retainer agreement and return it to us via **facsimile** at 610.667.9029 or email at esmith@brodsky-smith.com and **regular mail** to:

Evan J. Smith, Esquire
Brodsky & Smith, L.L.C.
Two Bala Plaza, Suite 602
Bala Cynwyd, PA 19004

Once we receive your signed retainer agreement we will be happy to sign you up for the proposed class with our office at that time. Please be advised that there will be no attorneys' fees and/or costs charged directly to you. Any fees and/or costs must be approved by the Court and will come out of any settlement or verdict obtained on behalf of the class and/or be paid by the Defendant. In the event the class is not certified, or the case does not prevail, there will be no attorneys' fees and/or costs charged to you.

Should you have any questions, please feel free to contact me at any time at 610.667.6200 or email us at esmith@brodsky-smith.com. Thank you and we look forward to receiving your signed retainer agreement.

Very truly yours,

s/Evan J. Smith
Evan J. Smith

EJS:jf

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Re: Shareholder Litigation

Dear Shareholder:

This will confirm that you agree that our firm will represent your interests in the shareholder litigation. You should read this letter carefully because it contains important information about your rights.

We agree to represent you and other class members in this litigation on a fully **contingent** basis. This means that if, and only if, the lawsuit generates a fund for the class or additional disclosures regarding the negotiations and/or terms of the merger, will we seek payment of our fees. The payment of our fees and the reimbursement of our expenses in this case is subject to Court approval in all respects. It is our practice to seek to have our fees calculated as a percentage of the full amount of the fund, i.e. as a percentage of the amount in the fund before the deduction of our Court-approved fees and expenses. Historically, courts have awarded between 25% to 35% of the total amount recovered for the class as appropriate legal fees plus reimbursement for all out-of-pocket expenses incurred by the attorneys. If there is no financial or injunctive recovery for the class, we will recover no fees.

We agree to advance all costs and expenses that we deem necessary to prosecute the case. Such costs and expenses typically include items such as telephone, copying 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. If the lawsuit generates a fund for the class, we will seek, exclusively by application to the Court, to have our costs and expenses paid from the fund.

You should be aware that in these types of actions certain additional disclosures in SEC filings may be achieved by the litigation in addition to a monetary fund, or achieved without establishment of a monetary fund. These disclosures are achieved in order to make more information available to shareholders about the merger that have not been disclosed by the Company so that shareholders can make a fully informed decision

on whether to vote in favor of, or against, the merger; or whether to tender their shares or not. In the event additional disclosures are achieved, the attorneys' fees will either be agreed upon to be paid by the Defendants and/or will be applied to the Court for payment thereof to be paid by the Defendant if approved by the Court. In any instance, attorneys' fees and costs will have to be approved by the Court and will not be charged to you.

Please be advised that we work closely with other law firms who may be co-counsel and/or referral firms in this litigation. You understand and agree that in the course of this class litigation, we may, without further notice to you, employ and/or work with other law firms, and that we may divide any fees we may receive with such other law firms in proportion to the services performed by each firm.

We look forward to representing you as we prosecute these claims. If the foregoing is agreeable to you, please sign the bottom of this correspondence acknowledging the above, and return the original to us via **regular mail** and by **facsimile (610.667.9029)** or **email esmith@brodsky-smith.com**. You may retain the duplicate copy for your records. We will contact you in the event we need to discuss any pertinent matters with you. Should you have any questions, please feel free to contact us at any time.

Very truly yours,

BRODSKY & SMITH, LLC

By: /s/ Evan J. Smith

Evan J. Smith

I, _____ (name) currently own _____ (quantity) shares of _____ (Stock symbol or Company name) as of the date signed below and understand that in the event I wish to sell shares, I am free to do so, but understand that I am required to retain at least five (5) shares throughout the course of this matter to proceed with this matter.

AGREED:

Sign Name: _____

Dated: _____

Print Name:

Street Address:

City/State/Zip Code:

County:

Work Telephone:

Home Telephone:

Email address: