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Re: Merger Retention Agreement

Dear Shareholder:

This will confirm that you agree that Brodsky & Smith, LLC (“Brodsky & Smith” or the “Firm”) will represent your interests in the shareholder matter related to the Company’s proposed merger for which you signed up to be represented on the Firm’s website. You should read this letter carefully because it contains important information about your rights.

We agree to represent you and other shareholders in this litigation on a **fully contingent** basis. This means that if, and only if, the matter generates a fund for the class or if the Company provides additional disclosures regarding the negotiations and/or financial terms of the merger, will we seek payment of our fees out of the fund or from the Company or its successor in interest. To the extent a fund is created, it is the Firm’s 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.

We agree to advance all costs and expenses that we deem necessary to prosecute your claim. 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.

We reserve the right to commence a legal action or make a demand, on your behalf, asserting claims against the Defendant/Company to which you are a shareholder for breach of fiduciary duty and aiding and abetting a breach of fiduciary duty relating to disclosures made by or on behalf of the Company in the proxy materials filed in support of the merger transaction.

You should be aware that in these types of actions, certain additional disclosures in SEC filings may be achieved by litigation or written demand in addition to a monetary fund, or achieved without establishment of a monetary fund. These disclosures are achieved in order to provide material information available to shareholders about the merger that has 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, any attorneys' fees will either be agreed upon to be paid by the Company or its successor-in-interest and/or will be applied for to the Court for payment to be paid by the Company or its successor-in-interest if approved by the Court. **In any instance, attorneys' fees and costs will not be charged to you.**

If the Defendant/Company files an amendment to its proxy materials, which includes supplemental disclosures relating to the merger that address and/or moot claims we have made either in litigation or by written demand regarding the sufficiency of the disclosures in the proxy materials which we believe were caused by our prosecution of the case, we reserve the right to seek to recover attorney's fees, expenses, and costs in connection with a claimed benefit provided to you and the other shareholders as a result of the filing of the supplemental disclosures ("Mootness Fee").

You agree that we have the right to enter into an agreement for payment of a Mootness Fee ("Mootness Fee Agreement") with the Company/Defendant, as discussed above, on your behalf, that may dismiss your claims against the Company/Defendant with prejudice, regardless of whether we were able to obtain any monies on your behalf. You understand and explicitly agree that this may occur as part of a multi-step process whereby your claims are initially dismissed without prejudice, and are subsequently dismissed with prejudice, preventing you from refileing these claims, as part of a Mootness Fee Agreement with the Defendant/Company.

Please be advised that we work closely with other law firms who may be co-counsel and/or referral firms. You understand and agree that in the course of shareholder 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.

You further understand and agree that Brodsky & Smith has the sole right and discretion to decide how to prosecute the shareholder claims. In this regard, you agree that we 1) may make a written demand on the Company, 2) may file an individual action, 3) may file a derivative action seeking for you step into the place of the Company, and/or 4) may file a class action, in which we may propose you to the Court to serve as a class representative. The decision to propose you to so serve in this capacity is at the sole discretion of Brodsky & Smith and will be made based upon what Brodsky & Smith believes is in the best interest of the class. The rights and responsibilities of the class representative have been set out on the Brodsky & Smith website on your submission page to assist your understanding of a class representative.

Finally, please be advised that at the conclusion of your matter, this matter will be closed and we will retain a client file of your matter for a period of five (5) years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided to you will not be returned to you unless you request such copies in writing. After any or all paper copies are digitized, we will destroy all paper copies in the client file, subject to the exceptions noted above. At the expiration of the five (5) year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor.

We look forward to representing you as we prosecute these claims. 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

I, _____, own ____ shares of _____ as of the date of signing 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 ten (10) 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 (if US address):

Telephone:

Email address: