

RETAINER AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

You (the “Client”), retain Bernstein Liebhard LLP (the “Firm”) pursuant to the terms set forth below in this retainer agreement (“Agreement”).

1. Scope of Engagement

The Firm agrees to investigate and, if appropriate, represent Client as a named or lead plaintiff in a class action on behalf of Client and all other class members against the Defendants listed in the complaint, who were harmed as a result of Defendants’ violations of the federal securities laws. If our continuing investigation uncovers additional wrongs by the named Defendants or if we uncover actionable wrongdoing by additional persons or entities, we will amend the complaint to add them as Defendants, and send the Client a copy of the amended complaint.

2. Fees and Expenses

The Firm agrees to represent Client and the other class members on a fully contingent fee basis. Accordingly, if there is no recovery, the Firm will receive no fees. If there is a recovery, Client agrees to permit the Firm to seek a fee of thirty-three and one-third percent (33 and 1/3%) of the total recovery, subject to court approval.

The Firm will advance all costs and expenses that it deems necessary to prosecute the case. Such costs and expenses typically include, but are not limited to, items such as travel expenses, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses. If the lawsuit generates a fund for the class, then the Firm will seek to have its costs and expenses paid from that fund. Any recovery in the lawsuit shall first be used to reimburse costs and expenses.

The Firm has the sole discretion whether or not to advance costs, and what costs to advance and incur, and whether to continue to advance costs. For example, if in the Firm’s reasonable opinion a settlement offer should be accepted by the Client, and the Client refuses the settlement offer, the Firm is not obligated to continue to advance costs.

Calculation of contingency fee; deduction of out of pocket costs and expenses: Out of pocket costs and expenses paid by the Firm in connection with the lawsuit shall be reimbursed before the contingency fee is computed. For example, if the claim is settled for \$1,000 and \$100 has been expended by the Firm in costs, the net recovery is \$900, and the contingency fee shall be based on that amount (\$900). The class members’ share of the recovery shall be the balance remaining after reimbursement of such out of pocket costs and expenses, and payment of the Firm’s contingency fee.

3. Monies Recovered On Behalf of the Class

With respect to any monies recovered on behalf of the class, such fund, after deduction of court-approved attorneys' fees and expenses, will be divided amongst the members of the class under court supervision on a proportionate basis determined by the loss incurred by each member of the class. Under the rules governing class action litigation, a lead plaintiff obtains the same proportionate recovery based upon their actual losses suffered as the other members of the class. The Firm, however, may request court approval of an additional amount to lead plaintiffs to reimburse them and reward them for their time and effort in leading the case on behalf of the class.

4. Client's Duties

Client agrees to cooperate with the Firm at all times and to comply with all reasonable requests in the prosecution of this matter. Client agrees to be truthful, to always disclose complete and accurate facts, and to provide the most complete information possible.

Client agrees to provide whatever information is necessary, as estimated or determined by the Firm, in a timely and competent manner.

Client agrees that due to court rules regarding preservation of documents, the Client will preserve and not discard any documents, electronic files and/or communications or other items that may bear on this matter.

5. Authority of the Firm

The Firm may take all steps in this matter it deems advisable for investigating and handling the case, including hiring investigators, expert witnesses and/or other attorneys. If the Firm hires other attorneys, it will not increase the contingency fee referred to in section 2 hereof.

6. Arbitration of Disputes

In the event that a dispute arises between the parties relating to the Firm's fees, you may have the right to arbitrate the dispute pursuant to Part 137 of the New York Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request. Under the rules of certain jurisdictions, to the extent such rules are applicable to this engagement, you may have the right to request binding arbitration of fee disputes in certain circumstances.

7. Settlement Discussions

Client will not engage in any settlement negotiations or enter any settlement unless the Firm is present.

The case may not be settled without consent of the Client, and Client will take into consideration the advice and recommendations of the Firm before making any decisions to settle.

8. No Representation as to Outcome

The Client acknowledges that no representation has been made by the Firm or anyone else as to the outcome of the claim(s) or matter, or as to what sums of money, if any, Client may be entitled to recover in this lawsuit.

9. Miscellaneous

The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision hereof, and this Agreement shall be construed in all respects as if such illegal, invalid or unenforceable provision, if any, were never included in this Agreement.

This Agreement may not be modified, changed, altered or amended in any way except by a writing signed by all parties. The parties expressly agree that no oral modification of this Agreement shall be effective, notwithstanding any provisions of the governing law that may allow for oral modification.

The parties hereby acknowledge that they have read and understand the foregoing, that they have had the opportunity to consult with independent counsel, and that they agree to the Firm's representation on the terms set forth in this Agreement.

10. Binding Agreement: Client's Acknowledgement of Terms

The Client acknowledges that this Agreement has been carefully read and reviewed and its contents understood, and that the Client agrees to be bound by all of its terms and conditions.

This Agreement, along with the attached signed Certification and Authorization of Plaintiff Pursuant to Federal Securities Laws, represents the entire agreement between the Client and the Firm, and supersedes all other oral or written provisions.