

MEYER, UNKOVIC & SCOTT LLP

Standard Engagement Letter

This Standard Engagement Letter describes the terms upon which Meyer, Unkovic & Scott LLP will provide legal services to you and bill you for those services.

1. **Professional Undertaking:** Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. Using our professional judgment, we will endeavor to assign work on your behalf to those attorneys and other personnel that we deem appropriate under the circumstances. Although we will do our best to serve you effectively, we cannot guarantee success on any given matter. Nor do we guarantee that any particular result will be attained by us. Any questions or concerns that you might have with regard to our services should be directed to us at once.
2. **Hourly Fees:** Generally, our fees for services are calculated based upon the applicable hourly rates for the attorneys and legal assistants who do the work. Under some circumstances, it may be appropriate in establishing our fees to take into account additional factors, such as the complexity of the work, the extent to which we have foregone other opportunities in order to satisfy a client's requirements, and the nature of the results that we ultimately achieve for our client. Our schedule of hourly rates for such personnel is based on experience, training and level of professional attainment. Currently, our hourly rates for attorneys range from \$150 to \$425 and for legal assistants from \$140 to \$170. Our rate schedule is reconsidered annually with changes effective January 1 of each year.
3. **Other Fee Arrangements:** On occasion, and by specific agreement, we may agree to a fee arrangement other than an hourly fee, such as a fixed fee for a specifically defined project or a contingent fee for a litigation matter. In such a case, the fee and payment schedule will be set forth in our cover letter to you or in a separate agreement or addendum, but all other terms of this Standard Engagement Letter will apply.
4. **Costs:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for firm secretarial and other staff services. The actual expenses incurred will vary depending on the services that we provide to you. Certain expenses may include an adjustment, above cost, to cover our expense in providing the billed service. However, expenses paid entirely to third parties (such as travel and lodging expenses) will be billed to you at our "out-of-pocket" cost.

Expense items incurred on your behalf will be itemized separately and billed on our statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is usually the case, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

5. **Billing Statements:** Generally, our statements are prepared and mailed on a monthly basis. Each statement is reviewed in advance by the responsible attorney and then processed through our accounting department. Our statements are payable upon presentation, and are overdue if not paid by the Due Date set forth on the statements.
6. **Late Payment:** If you fail to pay our statements in full on or before the Due Date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all fees and disbursements which are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses, and attorney's fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the attorney's fees for which you will be responsible to pay shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who do such work.

We will have a lien on all files in our possession and their content until we have received payment in full of all amounts due. Also, in litigation matters in which a money judgment is rendered in your favor, we will have a lien on all proceeds thereof to the extent of any unpaid fees or expenses.

We reserve the right to decline to continue to provide you with services if you fail to timely pay our statements without making mutually acceptable arrangements for delayed payments. In the event that our appearance is entered of record in any court proceeding, your failure to pay shall constitute your express consent to our withdrawal of our appearance as your counsel in such proceeding.

7. **Retainer:** Frequently, we require payment of a retainer before we render services. Our cover letter to you specifies the amount of any such retainer required by us.

Under the Pennsylvania Rules of Professional Conduct, we are obligated to segregate any retainer in an “escrow” or “trust” account on your behalf separate from our funds until the retainer is “earned” for services rendered or expended for designated disbursements. We reserve the right either to pay any such disbursements directly from the escrow/trust account or to transfer from such escrow/trust account to our account the amount of such disbursements at any time after the expense is incurred, and we also reserve the right to apply any such retainer to our legal fees when services are rendered.

Unless otherwise agreed, any retainer will be held as security for the payment of any expenses and/or legal fees when due. You grant to us a lien on and security interest in such retainer, together with all replacements and proceeds thereof. If it becomes necessary for us to access the retainer, we will apply the retainer first to the payment of expenses advanced by us on your account and then to legal fees. In the event of any such application, a billing statement will be generated and provided to you. At that time, you may be requested either to replenish or to increase the retainer account. At the conclusion of our legal representation, the retainer, or the unapplied portion thereof, will be returned to you as you direct.

8. **File Retention and Destruction:** Generally, at the conclusion of each matter, we will retain your legal files for a period of seven years after we close the files. At the expiration of the seven-year period, your legal files may be destroyed unless we are notified by you in writing to the contrary.
9. **Termination:** You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either event, fees and costs incurred on or before the date of termination must be paid as described in this letter.
10. **Special Arrangements:** Special arrangements, if any, governing the basis on which we will provide and bill legal services to you and varying from or expanding upon the general arrangements set forth in this Engagement Letter are described in the cover letter to you or in a separate agreement or addendum hereto.
11. **Other Matters:** Unless we otherwise agree, the terms and conditions of this letter will apply to all matters for which you engage us as counsel.
12. **Meritas:** Our firm is a member of Meritas, a network of over 200 independent commercial law firms, located in major cities throughout the world. Meritas member firms practice independently and are not in a relationship for the joint practice of law. Through our alliance with the over 5,000 attorneys practicing in other Meritas firms, we are able to offer you access to sophisticated legal advice, not only throughout the United States, but also around the world. Each independent member firm is held to the highest service standards and must demonstrate a continuing record of consistent client satisfaction.

If you have any questions or concerns about the terms of this Standard Engagement Letter, please contact us immediately.

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