

GENERAL PROVISIONS REGARDING ENGAGEMENTS:

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between the firm and its clients.

1. **LEGAL SERVICES NOT COVERED.** We will not provide any legal services other than those specified in the engagement letter unless we find consult with you and obtain your authorization.

For example, for matters involving litigation, this agreement does not obligate us to file a notice of appeal or respond to a notice of appeal. In the event you want to retain us to appeal or to respond to an appeal, and we are willing to represent you, we will enter into a new agreement at that time for that purpose. Similarly, unless a new agreement is made, we will also not be required to do any of the following (this list is not all-inclusive and is merely illustrative):

- a. Handle any matter except those incidental to and necessarily included with the subject matter addressed in the engagement letter;
- b. Provide any services after a matter is disposed of at the trial level;
- c. Provide any services after a transaction is closed; or
- d. Aid in the enforcement of any judgment or order of a trial court, including collecting or perpetuating judgments.

2. **EXPECTATIONS.** In order to enable us to effectively render our services, clients are expected to disclose fully and accurately all facts and keep up apprised of all developments relating to the matter. By retaining us, clients agree to cooperate fully and to be available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings.
3. **OUTCOME.** Either at the commencement or during the course of our representation, we may express opinions concerning this engagement and the results that might be anticipated. Since the result of any matter, including litigation, cannot be predicted, however, it is understood that we cannot and do not make any promises or guarantees concerning the outcome of a client's matter. Any such comments are expressions of opinion only, based on information available at the time, we cannot guaranty their accuracy. They should not be construed by you as a promise or guarantee. Nor should anything in this letter be construed as such a promise or guarantee.
4. **CONFLICTS.** Because we represent numerous clients on a number of matters, we have performed a formal conflicts' check within our office. If we proceed, we will be because, based on our initial review, we have found no apparent conflicts. We may also be representing more than one client in this matter. In that regard, we have determined that our multiple representation will not adversely affect our representation, although it is possible that our clients' individual interests may in the future become adverse or otherwise differ. For example, one or more may wish to settle on terms that are not

acceptable to the others; one may be offered settlement terms which differ from those offered to the others; subsequent discovery could show that one or another may have claims against one or more of the others.

In any situation, of course, if we become aware of a conflict, we will discuss it with the client and specifically reserve the right to withdraw from any representation if we feel we cannot properly represent a client's interests. Likewise, should we at any time determine that our representation of our client's interests conflict with our representation or relationship with any other client, we reserve the right, after discussion with the clients but at our sole discretion, to withdraw from the representation.

You may, of course, wish to consult other counsel about such potential conflicts.

5. **FEES.** Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the Illinois Rules of Professional Conduct. Such fees will be based primarily on hourly billing rates; billing rates differ, depending generally on the attorney's experience and years of practice, and the firm adjusts these rates from time to time. Time for which a client will be charged shall include, but will not be limited to, telephone and office conferences with a client, other counsel, witnesses, consultants, court personnel, and others; conferences among our legal personnel; factual investigations; legal research; responding to clients' requests to provide information to their auditors; drafting of letters, pleadings, briefs and other documents; negotiating such documents; travel time; waiting time in court; and time for depositions and other discovery proceedings.

In an effort to reduce legal fees, the firm uses legal assistants. Time devoted by legal assistants to client matters (including secretaries doing work of the legal assistants) is charged at hourly billing rates, which also are subject to adjustment from time to time by the firm.

It is the firm's policy to request a retainer before rendering legal services to a new client or on a new matter.

6. **DISBURSEMENTS AND CHARGES.** In addition to fees, the firm is entitled to payment for disbursements incurred in performing services such as sending and receiving facsimiles, photocopying, messenger and delivery service, computerized research and search fees, "e-discovery" services, corporation services, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long-distance telephone, court costs, and filing fees. Most of these charges represent the firm's out-of-pocket costs. Some of these items include an allocation of overhead costs associated with the particular item and thus are charged at more than the firm's direct costs. Others represent a combination of both out-of-pocket costs and an allocation of overhead. Such charges are adjusted from time to time.

7. **ESTIMATES.** Although the firm may from time to time, for a client's convenience, furnish estimates or budgets of fees or disbursements, these are estimates only and are subject to unforeseen circumstances. By their very nature, they are inexact and should not be considered guarantees of any kind.
8. **BILLING PRACTICES.** Fees and disbursements will be generally billed monthly, i.e. shortly after the close of the month in which the services were rendered. Payment is due within thirty days of receipt of the statement. The firm reserves the right to postpone or defer providing additional services or to discontinue its representation if billed amounts are not paid when due.

Whenever possible, disbursements will be billed directly to the client. When that is not possible, they will be paid by the firm and then submitted to the client for reimbursement.

9. **TERMINATION OF SERVICES.** A client may terminate the firm's services at any time and for any reason whatsoever, upon notice to the firm. Termination of representation does not, however, relieve the client of its obligation to pay the firm's fees and disbursements.

The firm in turn reserves the right to withdraw from its representation if, among other things, the client fails to honor the terms of the engagement letter, the client fails to cooperate or fails to follow the firm's advice on a material matter, or there are any facts that would, in the firm's view, render its continuing representation unlawful or unethical. If the firm elects to withdraw, the client will take all steps necessary to free the firm of any obligation to perform further, including the execution of any documents necessary to complete the withdrawal. The firm will give the client reasonable notice of its intent to withdraw considering the circumstances of each matter, so that the client has time to arrange alternative representation.

When our services conclude, the firm will have no further legal obligation to perform services on the client's behalf. At that time, the firm will be entitled to all unpaid charges owed for disbursements or work performed on the date of withdrawal.

10. **CONCLUSION OF REPRESENTATION.** Unless previously terminated, our representation of the company in each matter will terminate upon our sending you our final statement for services rendered in that matter.
11. **CHANGES IN LAW.** The law is an evolving process and changes occur from time to time. As a result, once the firm has completed the matter, subsequent changes in the law may affect in whole, or in part, what was accomplished. The firm cannot, however, continually monitor such changes as they may apply to a particular situation; therefore, the firm must specifically disclaim any duty to do so once it has completed the engagement.

12. **PRIVACY NOTICE.** In accordance with a recent federal law, the firm makes the following disclosure. In the course of providing legal advice and services, we may collect information from the client, information about the client's transactions with the firm or with other parties, or information from a consumer reporting agency.

The ethics rules governing attorneys' conduct impose upon the firm higher standards of confidentiality than those required by the law. Our client's interactions with the firm are protected by the attorney-client privilege and professional ethical standards requiring confidentiality. All information the firm receives from and about the client is held in complete confidence and will not be disclosed to third parties, except with the client's consent or as may be required by law. Because the firm maintains physical and electronic files concerning its professional services, it implements physical and electronic security measures to protect your privacy and safeguard your confidential information.

13. **VIRUS PROTECTION AND ELECTRONIC COMMUNICATION.** During the course of our engagement, we will likely exchange electronic versions of documents and emails with you using commercially available software. Unfortunately, the technology community is occasionally victimized by viruses and similar destructive electronic programs. We take these issues seriously and have therefore invested in software whose purpose is to identify and reject emails, documents, and other attachments containing known viruses.

By utilizing this virus scanning software, our system might occasionally reject a communication that you send to us. Similarly, we in turn might send you something that is rejected by your system. We believe these occurrences will be infrequent and are to be expected within the ordinary course of business.

In addition, we cannot guarantee that our communications and documents will always be free from viruses. Occasionally, a virus might escape and go undetected as it is passed from system to system. Although we believe that our virus protection measures are adequate, we make no warranty that our documents will be virus free at all times.

Accordingly, we ask that you inform us immediately in the event a virus enters your system via electronic means originating from our firm. Through cooperative efforts, we can minimize any disruption to our communications.

As you know, all forms of communication are subject to interception and accidental transmissions, so confidentiality cannot be guaranteed. If there is any form of communication (such as email) that you do not wish us to use, please so advise us promptly in writing so that we can work with you on mutually acceptable procedures. Without some other writer agreement, this will control, and you will be deemed to have consented to our use of available forms of communication, including but not limited to e-mail and facsimile transmission.