

GENERIC RETENTION AGREEMENT, NOT APPROVED BY CLIENT

By this retention agreement, which shall only take effect upon execution by Brodsky & Smith LLC, you agree to retain Brodsky & Smith to represent you as a named plaintiff in the class action. As a named plaintiff, you acknowledge that you owned shares in ____ prior to the recent takeover announcement and that you must maintain ownership in ____ shares throughout the litigation. We agree to represent you 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. 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. Regardless of the result of this litigation, we will never ask you to directly pay for any attorneys' fees or costs. 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. You agree to cooperate in the prosecution of the suit including providing documents to substantiate your claim, and to cooperate in providing discovery information, including a deposition if necessary. As the client you are entitled to direct the litigation of this case in any way you deem proper, and may at any time during the course of this litigation order us to dismiss the case if you so deem appropriate. At your sole discretion, you may also at anytime during the course of this litigation choose to opt out without any prejudice to you. Should you choose to dismiss your case or opt-out, we will never ask you to reimburse us directly for any legal fees or expenses. Our files and papers compiled in connection with our investigation and prosecution of this matter constitute the work product and property of this firm over which we have complete control with respect to its use and/or disclosure. This Retention Agreement shall forth the entire agreement between the parties.