

## **RETENTION AGREEMENT**

This Agreement confirms that You have retained Rigrotsky & Long, P.A. (the “Firm”) to represent You as a named plaintiff in this litigation. You should read this Agreement carefully because it contains important information about Your rights and responsibilities.

1. In making this Agreement, the Firm is relying upon Your representation that You currently own shares of the target company (the “Company”) and have continuously held at least some of those shares since prior to the announcement of the proposed merger. You also understand that You must continue to own some shares of the Company while the litigation, if any, is pending and You agree to take steps to ensure that You do not sell all of Your shares during the pendency of the litigation. You agree to contact the Firm to notify it if You sell more than 10% of Your current holdings during the course of the litigation. You also acknowledge that neither You nor any of Your affiliates or agents will trade on the basis of any confidential material non-public information You receive in connection with the litigation.

2. As representative plaintiff, Your responsibility is to represent the best interests of the Company’s shareholders and to participate in the prosecution of this litigation. In this capacity, for example, You may be deposed, or You may be asked to supply other information to respond to discovery requests that the defendants may serve. In addition, a lead plaintiff cannot have any interest antagonistic to or in conflict with other shareholders concerning the claim alleged in the complaint or any relationships with any of the named defendants that would in any way impair Your ability or incentive to obtain the best possible result on behalf of the Company’s shareholders. By signing this Agreement, You also represent that You have not been: (a) convicted of a felony; (b) dishonorably discharged from any branch of the armed forces; (c) subject to disciplinary proceedings or sanctions by any professional organization, including, without limitation, the bar of any state or federal court; or (d) subject to any civil lawsuit or administrative proceeding arising out of a claim of fraud or other misconduct resulting in a monetary judgment, fine, or other penalty.

3. The Firm will represent You on a fully contingent basis. If the action creates a benefit for the Company or its shareholders (monetary or otherwise), the Firm will seek an award of fees. In the event of a settlement, the Firm will seek to have its attorneys’ fees paid by agreement with the defendants, subject to court approval, or otherwise by application to the court. Alternatively, defendants may agree to allocate additional monies to cover the Firm’s attorneys’ fees and expenses, subject to court approval.

4. The Firm cannot compensate You directly or indirectly, in any manner, for Your role as a plaintiff in any lawsuit brought on Your behalf. You acknowledge that the Firm has not made any written or oral representation to You of any intention to seek any incentive fee as a condition of Your decision to execute this Agreement.

5. The Firm agrees to pay all costs and expenses that it deems necessary to prosecute this case. Such costs and expenses will include items such as discovery, hearing of evidence, court fees, attorneys’ fees, telephone, copy, 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.

6. Attached hereto as Exhibit A is a description of Your duty, as a party to this lawsuit, to preserve all Documents and Data, including electronic data, in Your possession that relate to this action. By signing this Retention Agreement, You acknowledge Your obligation to preserve all relevant Documents and Data in Your possession.

7. You understand and agree that in the course of this litigation, the Firm may, without further notice to You, employ and/or work with other law firms, and that the Firm may divide any fees it may receive with such other law firms in proportion to the services performed by each firm.

8. The Firm's files and papers compiled in connection with the Firm's investigation and prosecution of this matter constitute the work product and property of the Firm over which it has complete control with respect to its use and/or disclosure.

If the foregoing is agreeable to You, please sign below and return this signed Agreement to the Firm. You may retain a duplicate copy of this Agreement for Your records.

Accepted By: \_\_\_\_\_  
Client

Accepted By: \_\_\_\_\_  
Rigrotsky & Long, P.A.

## **EXHIBIT A**

### **Duty to Preserve Your Documents**

When You are party to a lawsuit, You are required to preserve the Documents and Data in Your possession that relate to this action. This means, by way of example, that You must keep a copy of this Exhibit A and the attached Retention Agreement as well as copies of Your records showing that You own or owned shares at the time of the alleged wrongdoing in the action. By signing the attached Retention Agreement, You have acknowledged Your obligation to keep the Documents and Data in Your possession.

For Your information, “Documents and Data” as used herein means not only hard copy documents, but audio recordings, videotape, e-mail, instant messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and all other electronic information maintained created, received, and/or maintained by You (or on Your behalf) on computer systems. “Sources” include all hard copy files, computer hard drives, removable media (e.g., CDs and DVDs), laptop computers, PDAs, Blackberry devices, smartphones, and any other locations where hard copy and electronic data is stored. Keep in mind that any of the above-mentioned sources of relevant information may include personal computers You use or have access to at home, or other locations; portable storage devices such as USB flash drives (also known as “thumb drives” or “key drives”); and personal email accounts. It also includes inaccessible storage media, such as back-up tapes that may contain relevant electronic information that does not exist in any other form.

In sum, please immediately preserve all existing Documents and Data relevant to the action described above and suspend deletion, overwriting, or any other possible destruction of relevant Documents and Data. Electronically stored data is an important and irreplaceable source of discovery and/or evidence in this matter. You must take every reasonable step to preserve this information until further notice from us.

If You have any questions regarding to Your obligation to preserve documents/data, please do not hesitate to contact Seth D. Rigrotsky, Esq. at (302) 295-5310 or via email at [sdr@rl-legal.com](mailto:sdr@rl-legal.com).

Thank you for Your cooperation in this matter.