

**Exhibit A**  
**to the**  
**Declaration Of Ronald S. Katz In Support Of**  
**Class Counsels' Application For Fees, Expenses,**  
**And An Incentive Payment For Class**  
**Representative, Herbert Adderley**

January 24, 2007

Mr. Bernard Parrish  
4129 NW 32nd Street  
Gainesville, FL 32605

Mr. Herbert A. Adderley  
1058 Tristram Circle  
Mantua, NJ 08051

Dear Messrs. Adderley and Parrish

This letter describes the terms of our relationship. Manatt, Phelps & Phillips, LLP ("we" or "us") will represent and advise Herbert A. Adderley and Bernard P. Parrish as individuals and as representatives of a class of similarly situated retired National Football League players in connection with a class action lawsuit against the NFL Players Association and Players Inc. Unless otherwise agreed in writing, the terms of this letter also will apply to any additional matters we agree to handle on your behalf or at your direction. If this agreement is acceptable to you, please sign and return the original to me. The enclosed copy is for your files. In addition, please send a copy of the signed agreement to me by facsimile at 650-461-0309. When you sign this letter, it becomes a contract between us.

**Billing Practices.** See attached Co-Counsel Agreement, and please sign it.

**Fees Not Set By Law; Independent Counsel.** We have advised you, and you hereby acknowledge, that our fee is not set by law and is negotiable between you and us; and that you and we have discussed and agree upon our fee as provided in this letter. **In signing this agreement, you acknowledge that you have been advised to seek independent legal and business advice with respect to this agreement, and that you have either sought and obtained such advice or deliberately refrained from doing so.**

**Joint Representation.** You have requested us to represent your collective interests as a group. While joint representation may be more efficient and cost-effective, there are certain limitations on the scope of our ability to represent you as a group which you should consider in deciding now or in the future whether it is in your individual best interests to retain separate or joint counsel. One purpose of this letter is to confirm that each of you has requested that we represent you as a group with the full understanding of your continuing rights to and the advantages of separate representation.

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While we are not currently aware of any conflict among you, there is always the possibility that one could occur. For example, you could disagree as to the most desirable course of action to pursue, or the course of action most advantageous to one of you may not be the course of action most advantageous to the others. In representing the group, we cannot favor one client over another and, thus, we will advise you as to what is in the best interests of the group, which may or may not also be in the best interests of each individual member. Because ethical rules preclude our taking sides, our role, in the event of any disagreement among you, will be limited to discussing the benefits and detriments to the group of alternative courses of action. We agree to represent you with the understanding that should any conflict arise, or should there be a dispute among you relating to any matter on which we are advising you, you will resolve the particular conflict or dispute among yourselves and we shall proceed based upon your joint instruction as to the resolution thereof.

If in our sole discretion we determine in the future that a conflict precludes further joint representation, or if a dispute arises among you as to any matter on which we are advising you that is not resolved, we will not be able to continue our representation of the group. Under such circumstances, each of you would be required to retain your own independent counsel. Of course, each of you has the right at any time to obtain separate counsel to monitor and advise you separately with respect to any matter on which we are advising you to avoid the possibility that our advice to the group may be adverse to your individual interests.

Any one of you may from time to time require legal services with respect to individual matters. Each of you understands and acknowledges that we will be able to represent individual members of the group in any matter in which we are not also representing the group and in which neither the group nor any of the other members has an interest.

Although communications between us in connection with our joint representation of you generally will be privileged and protected from disclosure to any third parties, such communications would not be deemed privileged or confidential in any dispute among you. Moreover, none of you may ask us to withhold from the others any information you provide us in connection with our joint representation of the group.

**No Guarantee of Results.** Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result. In addition, the advice and communications we render on your behalf are not intended to be disseminated to or relied upon by any other parties without our prior written consent.

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**Termination of Engagement.** Either of us can terminate this relationship at any time, but if we find it necessary to terminate the relationship, we will, of course, comply with our ethical obligations to protect your interests in the process of withdrawing. Upon termination of this engagement, you will remain responsible for the payment of all fees and expenses incurred on account of the representation. You also agree that we may apply to the court or other tribunal to withdraw as your counsel in such matter(s) and you hereby consent to such withdrawal and to cooperate fully and promptly in freeing us of any obligation to perform further work, including the execution and delivery of a substitution of attorney form. In addition, you agree to immediately advise the appropriate court or tribunal of replacement counsel.

**Client Files.** At the conclusion of our engagement, upon your request, we will turn over documents in the file(s) for this matter to your custody. If you do not request the file, we will retain it for a period of at least seven (7) years after the matter has concluded. If you do not request delivery of the file before the end of the seven-year period, we will have no further obligation to retain the file and may, at our sole discretion, destroy the file without further notice to you. In addition, you acknowledge and agree that the firm will own the firm's work product and may, at our sole election, provide you with copies of our work product.

**List Maintenance, Registration and Disclosure to Tax Authorities.** Under federal income tax law, and under the laws of California and certain other states, a law firm is subject to list maintenance, disclosure and registration requirements if the firm provides certain levels of legal services with respect to what tax law refers to as "reportable transactions." Pursuant to the list maintenance requirements, the firm must maintain a file on each reportable transaction identifying each person for whom the firm has acted as a material advisor with respect to the transaction and containing other information prescribed by the IRS or applicable state tax authority. The firm must provide such information to the IRS or state tax authority upon request (subject to applicable legal privileges). Pursuant to the registration requirements, the firm may be required to file forms with the IRS or applicable state tax authority identifying and describing a reportable transaction, describing any potential tax benefits expected to result from the reportable transaction, and providing other information prescribed by the IRS or applicable state tax authority. If the registration requirements apply to the firm, the firm has an affirmative duty to make such filings with the tax authorities without waiting for a request from the applicable tax authorities. The firm may be subject to penalties if it does not comply with the aforementioned list maintenance, disclosure and registration requirements.

We will be required to make an independent determination of whether your engagement of our firm involves a reportable transaction, whether the list maintenance and/or registration requirements apply to us with respect to any such transaction, and how best to comply with any such requirements applicable to us. Accordingly, by executing this letter, you consent to our complying with these list maintenance and registration rules as we determine to be applicable in our sole and absolute discretion. Recent cases involving the list maintenance rules have held that

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the attorney-client privilege does not extend to the identities of law firm clients required to be included in the maintained lists. Accordingly, you acknowledge and agree that, if we determine that your identity must be included on any such list that we maintain, you have no expectation of privacy with respect to your identity in the event the tax authorities request that we produce such list. However, solely by executing this letter, you do not waive the attorney-client privilege with respect to information that is subject to the attorney-client privilege.

**Tax Treatment and Structure Not Confidential.** You (and your employees, representatives and agents) are expressly authorized to disclose to any and all persons, without limitation of any kind, the "tax treatment" and "tax structure" (within the meaning of Treasury Regulations Section 1.6011-4(b)(3)) of any transaction(s) undertaken pursuant to your engagement of us and all materials of any kind (including opinions or other tax analyses) that are provided by us to you relating to such "tax treatment" or "tax structure." This authorization to disclose "tax treatment" and "tax structure" does not expand the persons that are permitted to rely upon any opinion or analysis beyond those persons expressly addressed in such opinion or analysis.

**Policy Regarding Sarbanes-Oxley Section 307.** Please be advised that our firm has a policy regarding compliance with Section 307 of the Sarbanes-Oxley Act of 2002, SEC Release No. 33-8185, 17 CFR, Chapter II, Part 205. A copy of this policy is available for your review upon request.

**Conflicts of Interest.** At this time, there are no known conflicts between our current clients and you in connection with the matter for which you are retaining us. You understand and acknowledge, however, that while Manatt is representing you, we may be asked to represent a client in the future in connection with non-litigation matters adverse to or involving your interests. We represent a large number and variety of clients across a wide array of industries and businesses. Given the scope of our practice, it is possible that we may be asked to represent, one or more of these other clients in matters adverse to you or your interests. By executing this letter, you acknowledge that we may represent in the future, clients who directly, or through an affiliate, may be adverse parties to you in future transactions, negotiations, regulatory, legislative and public policy matters. You hereby acknowledge and agree that you have no objection to our representing such clients adverse to you or your interests in connection with any matter not directly related to those matters for which we are representing or have represented you, and you waive any conflict of interest that may exist by virtue of any such adverse representation. This consent and waiver does not permit us to use any confidential information obtained during the course of our representation of you in any matter, nor does it extend to our engaging in litigation, arbitration or other formal dispute resolution proceedings adverse to you without your consent.

Furthermore, as a courtesy to you we would like to disclose that in the past other attorneys in our firm represented the National Football League Players Association ("NFLPA") and National Football

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League ("NFL") in connection with an employment related matter and a music related branding agreement. Our representation of NFLPA and the NFL ended years ago and was unrelated to the work for which you have retained us. We do not believe that our prior representation of the NFLPA or the NFL will in any way impact or otherwise influence our ability to represent you in this matter. However, if you have any concerns or questions regarding this prior representation, we encourage you to consult with other counsel before proceeding further with this engagement.

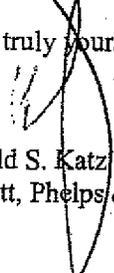
**Arbitration.** We appreciate the opportunity to serve as your attorneys and look forward to a harmonious relationship unmarred by disputes between us. In the event you become dissatisfied for any reason with the fees charged or the services we have performed, we encourage you to bring that to our attention immediately; we will do the same if we perceive a problem with the representation. It is our belief that most such problems can be resolved by good faith discussion between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussion between us. We believe that such disputes can be resolved more expeditiously and with less expense to all concerned by binding arbitration rather than by court action. Accordingly, both you and we agree to be bound by the Arbitration Provision attached hereto as Schedule A and incorporated herein by this reference.

**Effective Date.** This agreement will not take effect, and we will have no obligation to provide services to you, until you return a signed copy of this agreement, but the effective date of this agreement will be retroactive to the date we first provided legal services to you. Even if this agreement is not executed and returned by you, you will be obligated to pay the reasonable value of any services we may have performed for you at your direction. No modification to this agreement will be effective unless it is in writing and signed by both of you and us. Facsimile signatures are as effective as original signatures.

Please confirm your agreement to the terms of this engagement letter by signing and returning this letter at your earliest opportunity. For your convenience, we have enclosed a self-addressed, stamped envelope or you can fax it to me at 650-461-0309.

We appreciate this opportunity to be of service to you.

Very truly yours,

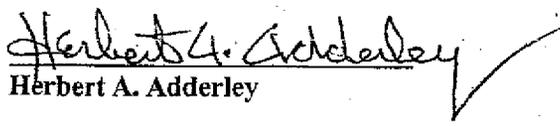
  
Ronald S. Katz  
Manatt, Phelps & Phillips, LLP

I hereby agree to retain Manatt, Phelps & Phillips, LLP, on the terms described above.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**Bernard P. Parrish**

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
**Herbert A. Adderley**

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**Schedule A**  
**ARBITRATION PROVISION**

Arbitration is a process by which both parties to a dispute agree to submit the matter to a judge or arbitrator who has expertise in the area and to abide by the arbitrator's decision. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Rules of evidence and procedure are often less formal and rigid than in a court trial. Arbitration usually results in a decision much more quickly than proceedings in court. Please note that you are free to discuss the advisability of arbitration with other counsel or advisors.

By signing this letter, you agree that, in the event of any dispute arising out of or relating to this agreement, our relationship, or the services performed (including, but not limited to, disputes alleging negligence, breach of fiduciary duty, fraud, or any claim based upon a statute), such disputes shall be resolved by submission to binding arbitration in Santa Clara County, California, before a neutral arbitrator in accordance with and under the rules of the American Arbitration Association ("AAA"), unless we mutually agree to another arbitration service (AAA or such other arbitration service being referred to as the "Arbitration Service"); provided however, that, in the event of any inconsistency between the rules and procedures of the Arbitration Service and the terms of this Agreement, the terms of this Agreement shall prevail. If we are unable to agree on an arbitrator, each party will name one arbitrator and the two persons so named will select a neutral arbitrator who will act as the sole arbitrator.

The parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of discovery and, in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

The prevailing party shall be entitled to recover all reasonable attorneys' fees, expert fees, expenses, and costs (whether or not such fees, expenses, and costs are recoverable pursuant to the California Code of Civil Procedure). You agree that, if we represent ourselves in such arbitration and we are the prevailing party, we shall be entitled to recover the reasonable value of the services of fees of our attorneys representing us in such arbitration (based on their normal billing rates). Absent this agreement, we may be precluded from recovering attorneys' fees unless we retain other counsel to represent us in such arbitration.

Notwithstanding the foregoing, in the event a dispute arises between us relating to the amount or payment of our fees, you have the right to request arbitration of such fee dispute under the procedures provided in Sections 6200-6206 of the California Business & Professions Code (which may include the right to request nonbinding arbitration), as opposed to the procedures

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described in this letter. This firm is required to give you notice of this right at the commencement of any action to recover fees, which will also include the process for electing the alternative arbitration procedures. Any other claims or disputes between us, including claims for professional negligence, shall remain subject to the binding arbitration procedures as provided in this letter.

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**CO-COUNSEL AGREEMENT**

**Bernard Parrish, et. al. v. National Football League Players Association and  
Players, Inc.**

This Agreement is made between and among Manatt Phelps & Phillips, located at 1001 Page Mill Road, Building 2, Palo Alto, California 94304 (herein referred to as "Manatt"), McKool Smith, P.C., located at 300 Crescent Court, Suite 1500, Dallas, Texas, 75201 (herein referred to as "McKool"), and Sam Mutch, P.A. located at 2114 N.W. 40th Terrace, Suite A-1, Gainesville, Florida (herein referred to as "Mutch").

Collectively, the parties will be referred to as the "CO-COUNSEL." This Agreement governs the conditions under which the CO-COUNSEL will work together to prosecute claims against the National Football League Players Association ("NFLPA") and Players, Inc., ("Players") in a proposed class action to be filed in Gainesville, Florida, and in any related arbitrations asserting similar claims (the "Claims"), including allegations of breach of contract, breach of fiduciary duty, and other related claims for the failure to pay royalties or any other amounts due to retired NFL players. The CO-COUNSEL agree as follows:

1. The CO-COUNSEL may find it advisable to associate other counsel. No such additional counsel shall be added without approval by Manatt and McKool.
2. Manatt, McKool and Mutch will work together to coordinate all aspects of the litigation on behalf of Plaintiffs. CO-COUNSEL will confer with each other prior to undertaking

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any action or making any strategic decision having a potential material impact on the case. In the event of any disagreement, Manatt shall have final authority to determine the course of action, consistent with ethical duties and standards. The tasks to be undertaken include, but are not limited to, the following:

- a. organizing and developing a plan for conducting the litigation on behalf of Plaintiffs, assigning tasks among Plaintiffs' counsel, and, as needed, calling and conducting meetings among counsel and such other committees or working groups as may be established to conduct the litigation effectively;
- b. communication with the Court and defendants' counsel on questions of coordination, consolidation, discovery, motions and other pre-trial matters;
- c. communicating with the Court on behalf of Plaintiffs or designating other plaintiffs' counsel who are responsible for doing so;
- d. initiating, coordinating and supervising the efforts of Plaintiffs' counsel to ensure that pre-trial and trial preparation is conducted effectively, efficiently, equitably and that schedules are met and unnecessary or redundant work and expenditures are avoided;
- e. engaging experts, consultants and other service providers as may be necessary on behalf of Plaintiffs' counsel;

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- f. conducting settlement negotiations as the representatives on behalf of all Plaintiffs and the proposed class;
- g. ensuring that work assignments to Plaintiffs' counsel including their respective firms, partners, associates, other attorneys, paralegals, staff, etc.) are made in the best interests of Plaintiffs and the proposed class and are made on the basis of the qualifications and expertise of the persons assigned particular tasks or responsibilities and counsel's knowledge of the facts and issues, efficiency and cost-effectiveness;
- h. reviewing and monitoring time and expense reports of Plaintiffs' counsel and establishing policy and procedures related thereto; and
- i. approving any settlements to be submitted to the Court and any distributions therefrom.

3. Subject to Court approval, Manatt, with the assistance of Mutch, will act as Class Liaison Counsel and shall have, at the direction of CO-COUNSEL, the following duties:

- a. receiving on behalf of and promptly distributing the parties for whom it acts all orders, notices or other documents and communications from the Court;
- b. filing all notices, motions, pleadings and other documents with the Court;
- c. serving all notices, pleadings and other documents on all opposing counsel;

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- d. communicating with local defense counsel in scheduling and other matters; and
- e. maintaining and distributing to the Court, to counsel for Plaintiffs, and to counsel for defendants an up-to-date comprehensive Service List.

4. CO-COUNSEL shall each absorb their internal "in-house" costs including, but not limited to the following: telephone and facsimile costs, in-house copying, and travel and lodging.

5. Manatt and McKool shall each advance 50% of all third-party out-of-pocket (external costs). After the signing of this Agreement, Manatt will set up a Litigation Trust Fund (the "Fund") that shall be maintained by Manatt with other trust funds held for clients. The Fund shall be used to pay expenses of prosecuting the Claims, including the expenses of using third-party services or specialists (such as court reporters, copying services, expert consultants and witnesses, jury consultants, and graphics services, etc.)

6. At such time as attorneys fees or costs are received or paid in connection with the Claims, the amount received will be apportioned in accordance with this Agreement. The intent behind the provisions of the Agreement is to apportion fairly any recovery in this case among CO-COUNSEL. In the event that any fee award or cost recovery is made on a "percentage of recovery" or other collective methodology, the amount recovered shall be paid into the Trust and then shared among CO-COUNSEL as follows: (a) first, to reimburse Manatt and McKool for all costs incurred in prosecuting the Claims, whether through the Trust or otherwise in accordance with this Agreement; (b) next to Co-Counsel in the following percentages: Manatt-45% of the remainder, McKool-45% of the remainder, and Mutch-10% of the remainder, after all expenses

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in (a) above have been reimbursed. Manatt and McKool may agree that certain amounts should be retained in the Trust to cover additional expenses that have or may be incurred in prosecuting the Claims and, in such event, the amounts shall not be distributed, but shall be retained in the Trust for later distribution or payment.

7. In the event that fees and costs are awarded by the Court or arbitrator on the basis of a "lodestar" analysis, the equitable apportionment shall be done by the following: first, by awarding external or third-party out-of-pocket costs to CO-COUNSEL who advances such costs, next, by awarding each CO-COUNSEL 50% of their respective lodestar fee amounts as found by the Court of arbitrators (the "Lodestar fee amount")(in the absence of specific findings, the Lodestar fee amount shall be defined as the hours expended on the case by such firm (as recorded in contemporaneous time records) multiplied by the hourly rate normally charged by CO-COUNSEL, without inclusion of costs); and finally, by awarding any additional recovery (above 50% of the respective Lodestar fee amounts) to each CO-COUNSEL in the following percentages: to Manatt-45%, to McKool-45%, and to Mutch-10%.

8. Costs advanced shall be payable out of any recovery in this case as set forth above. Any attorneys' fees recovered, whether designated as, attributed, to, or described as attorneys' fees, costs, out-of-pocket expenses, or otherwise, shall be used first to repay CO-COUNSEL the amounts of any third party expenses or costs they have advanced in pursuing this matter in accordance with paragraph 6.

9. If the monies recovered are insufficient to cover 50% of the respective Lodestar fees of the CO-COUNSEL, they shall first be divided pro rata in repaying CO-COUNSEL for third-party out-of-pocket costs; and then in proportion to each firm's Lodestar fee amount.

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10. All CO-COUNSEL shall maintain accurate, contemporaneous records for all time that will be billed in this action. CO-COUNSEL shall exercise reasonable billing judgment to eliminate any inefficiencies or unreasonable time expenditures. CO-COUNSEL'S billing professionals will record the amount of time they spend working on the Claims and will each provide to Manatt monthly statements by the 15<sup>th</sup> of the following month, that show the identity of the timekeepers, a description of the hours expended and services provided, the period covered by each statement, and a list of costs and expenses incurred. Manatt shall provide monthly updates to McKool of hours and expenses incurred, and shall circulate quarterly reports to all CO-COUNSEL showing each firm's quarterly time and expenses in the case.

11. CO-COUNSEL will cooperate in their work on this matter. Manatt shall supervise assignments to CO-COUNSEL and shall review time and expenses incurred to determine that they are reasonable. If any party to this Agreement voluntarily withdraws as CO-COUNSEL, or if any party voluntarily terminates the CO-COUNSEL relationship, the sharing of fees and repayment of costs shall remain in effect for the time and cost incurred prior to termination, but such withdrawing or terminating party shall only be entitled to receive a maximum of the lodestar amount awarded by the Court or such other amount agreed by all of the parties hereto. Should fees or costs be received on a percentage of recovery method, the terminating party shall be entitled to reasonable value for the services rendered, or such other amount as agreed to by all parties. Each party to this Agreement will support the other's fee application to the extent that the application reflects work actually devoted to the case and expenses actually paid in the prosecution of the case.

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12. All the signatories below represent that they have authority to enter this Agreement on behalf of their respective firms.

13. It is expressly understood and agreed that this Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas. All claims, disputes, or other differences between CO-COUNSEL or any of the attorneys involved regarding the above-referenced litigation, the engagement or services related thereto, or this Agreement shall first be referred to a lawyer selected jointly by CO-COUNSEL. The parties shall explain their respective claims, disputes, or differences to the lawyer selected who shall render a non-binding recommendation to them for resolving such claims, disputes, or differences. If the parties are unable to agree on a lawyer, or if, at least, one of the parties is unwilling to accept and abide by the non-binding recommendation of the lawyer, then any and all such claims, disputes, or differences shall be exclusively resolved by binding arbitration pursuant to the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), with arbitration to occur at Dallas, Texas. The arbitration shall be before a single arbitrator selected from the complex business or commercial cases panel of the AAA, and each party shall bear its own attorney fees and costs in connection with the arbitration, including the costs of the AAA and the arbitrator, which shall be equally divided. The AAA shall, promptly after receipt of a demand for arbitration from one of the parties, proceed to select the arbitrator. In doing so, the AAA shall submit a list of 5 potential arbitrators to the parties who, within five days thereafter, shall be entitled to strike two names and rank the remaining names. In the event that, for any reason, the arbitration provision set forth in this paragraph is deemed to be

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unenforceable, such unenforceability shall have no effect on any other provision of this Agreement and the parties in such event shall be free to pursue whatever other remedies are otherwise available to them.

14. This document shall be executed in three original counterparts: one to be held by each of the parties. Each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement, which shall be binding and effective as to all parties hereto. A facsimile copy of a signature shall be deemed binding and effective.

15. This Agreement may be revised or amended only by a written instrument signed by all CO-COUNSEL.

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Ronald S. Katz, on behalf of Manatt, Phelps &  
Phillips

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Lewis T. LeClair, on behalf of McKool Smith  
P.C.

  
\_\_\_\_\_  
Sam Mutch, P.A.

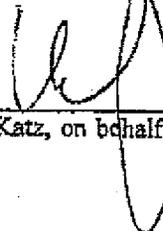
Samuel A. Mutch, P.A.

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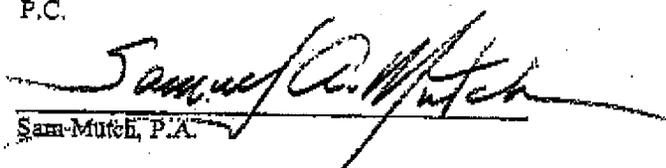
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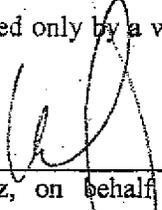
  
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Sam Mutch, P.A.

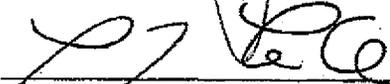
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Ron Katz, on behalf of Manatt, Phelps & Phillips

  
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Lewis T. LeClair, on behalf of McKool Smith P.C.

\_\_\_\_\_  
Sam Mutch, P.C.

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The undersigned, the client(s) for whom the Claims are to be asserted, acknowledges that CO-COUNSEL have disclosed this Agreement and explained its terms including, but not limited to, its fee splitting provisions among CO-COUNSEL. CO-COUNSEL hereby represent that this Agreement will not increase the total fee charged to the client(s) and the putative class and that any fee recovered in this case must be approved by the Court. The client(s) hereby consent to this division of fees and terms of this Agreement.

  
Bernard P. Parrish

\_\_\_\_\_  
Herbert A. Adderley

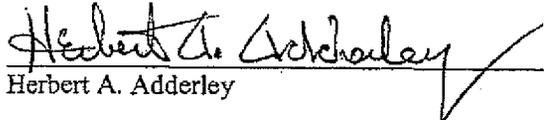
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Bernard P. Parrish

  
Herbert A. Adderley

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