

01 September 2010

LSJ LLC
The COorporatin Trust Company
Corporation Trust Center
1209 Oragne Street
Wilmington, DE
19801
USA

Dear Sirs,

OBM Intenraitonal Limited v LSJ LLC

Thank you for your instructions to act on behalf of the [Respondent] in connection with the above matter.

I write to confirm the basis on which this firm acts for clients in litigation matters.

Responsibility for the Work

Mrs. Tana'ania Small shall have conduct of this matter, however you may contact her assistant Mrs. Angeline Brathwaite whenever she is unavailable.

We aim to offer all of our clients an efficient and effective service and I am confident that we will do so in this case. However, should there be any aspect of our service with which you are unhappy then please raise this with me immediately. If we cannot resolve the difficulty between ourselves, you may raise the matter with the Senior Partner, Gerard Farara QC.

Fees

Our charges are calculated primarily by reference to time spent by each fee earner involved. A standard charge of 10% of the hourly rate is charged for routine letters and telephone calls unless more than 6 minutes is spent on such items. Where disbursements are incurred such as court fees, travel expenses, counsel's fees or any expert's fees then these will also be included in our bill.

The present hourly rate for this matter will be \$600. These rates are usually reviewed annually; please let me know if you would like to be informed of such revisions.

In addition to the time spent, we may take into account a number of factors which include the complexity of the issues, the speed at which action must be taken, working outside normal office hours, the expertise or specialist knowledge that the case requires and, if appropriate, the value of the property or subject matter involved. On the basis of the information currently available, we expect these factors to be adequately covered by the hourly rates set out above. These rates may be higher if, for example, the matter becomes more complex than expected; we will notify you of this.

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Terms of Business

In accordance with our usual practice in such work, bills shall be delivered to you at regular intervals for the work carried out during the conduct of the matter. This will of course enable you to budget for the costs as the case progresses.

It is invariably difficult to estimate our fees in a contentious matter, however, we expect our fees to a fully litigated trial, excluding photocopying and court fees, to be in the region of \$30,000.

It is also a condition of our retainer in all such matters to ask clients to forward sums of money from time to time on account of costs which are anticipated in the following weeks or months. Taking the \$30,000 estimate, I will require \$5,000 on account to start with in this matter.

All our bills are payable within one calendar month of the date on which they are submitted and we reserve the right to charge interest on bills unpaid beyond this period at a rate of 8% per annum from the date of the bill.

Orders for Costs

The Court has the power to order the unsuccessful party to a claim to pay the reasonable costs incurred by the other side. If an agreement cannot be reached on the costs, then the judge will have to assess the costs. Costs allowed on assessment are often about 15-20% less than the fees actually incurred. Such a costs order is enforceable through the court.

In the event that you are successful and the costs of the matter fall to be paid by the other party, we may be able to claim interest on those costs to be paid as from the date on which the Order for Costs was made. To the extent that any of our charges have not been asked for and paid on account we will retain this interest.

Please note that in the event of your being unsuccessful it is highly likely that you will be ordered to pay costs to the other party.

Our liability to you

We carry full professional indemnity insurance. We, for your protection, take this matter very seriously and are currently insured in respect of any one claim arising out of a matter

[In view of the cost of providing such indemnity insurance, we ask you to and you hereby agree to limit any single claim which you have against this Firm arising from any one matter to the sum of [].

Storage & Destruction of Files

Shortly after the conclusion of this matter your file will be closed and placed into storage. It is therefore essential that if you require the return of any of your papers or documents which we hold on your behalf as a result of these proceedings you specify these to us which we will of course return to you, subject to any lien we may have over them.

Our files are stored offsite and a charge is incurred by us whenever we need to retrieve a file to be. In these circumstances, if you require us to retrieve your file from storage at some later date then we will have to make a charge to you for this service.

It is our standard practice to retain files in storage for a period of 6 years. After the expiry of 6 years, and unless you have advised us to the contrary in writing, your file will be destroyed.

If you are unclear about anything in this letter please do not hesitate to contact me.

Jurisdiction

This Agreement is to be construed pursuant to the Laws of the British Virgin Islands. You agree that any dispute regarding this Agreement and/or arising from, relating to, or connected with the provision by us of services to you is subject to the exclusive jurisdiction of the Courts of the Eastern Caribbean Supreme Court in Tortola, save that at our sole option we may commence proceedings in such jurisdiction as you are domiciled or resident.

Yours sincerely
FARARA KERINS

Tana'ania Small

I agree to the terms set out in this letter.

Signed:

Dated: