

(On Letterhead Of Company)

_____, 201__

The Shanahan Law Firm LLC

Re: Economic Development and Job Creation Initiative – [REDACTED]

Dear Ladies and Gentlemen:

As a condition to the Commitment from the Firm's Economic Development and Job Creation Initiative ("EDJCI") to [REDACTED] ("Company") for the period beginning with the delivery of this letter to you as executed by the Company and extending through _____, 20____, you have asked the Company to provide this Comfort Letter.

For the time period of the Commitment and for the time periods described below, the Company confirms and acknowledges the following:

1. Without this Comfort Letter, the Firm would not consider the Company for a Commitment from its EDJCI.
2. In the event any information provided in this Comfort Letter proves not to be accurate during the term of the Commitment, the Company will immediately notify the Firm. The Company understands that the Firm may then not be willing or able to continue the Commitment.
3. No investor in or lender to the Company has made any claim against, threatened to make a claim against, sued or threatened to sue the Company in connection with the funds made available to the Company or the use by the Company of those funds. No investor in or lender to the Company has informed the Company that it has ceased or will cease to make funds available to the Company because the Company has breached the intent of the funds to date or made unauthorized or inappropriate use of the funds to date.
4. No one in either a civil or criminal context has made any claim against, threatened to make a claim against, sued or threatened to sue the Company, any owner of an equity or debt interest in the Company or any officer or Board member alleging fraud, theft, misappropriation, breach of fiduciary duty or an unauthorized or inappropriate use of the Company or its assets.
5. Neither the Internal Revenue Service nor any state, regional or local taxing authority has challenged or contested or threatened to challenge or contest any of the tax returns of the Company. No deficiency in payment of any taxes for any period has been asserted by any taxing authority and remains unsettled or unpaid at the date hereof and there is no basis for the assertion of any deficiency. All tax reports or returns required to be filed by the Company with any Federal, state, local, foreign or international governmental body or authority have been properly filed and all taxes, fees, charges and penalties have been timely paid in connection therewith. No taxing authority has or will have any grounds to claim additional taxes, fees, charges and penalties in connection with such tax reports and returns. The Company is not presently being audited by any taxing authority and has received no notice of audit from any taxing authority. There are no present disputes as to taxes of any nature between Company and any taxing authority.
6. Except has listed on an attachment to this letter, the Company does not own any patents, no patents have been granted to the Company and the Company has no applications for any patents

pending. Except for the trade name, "██████████", and as listed on the attachment to this letter, the Company does not own any and does not have license rights to any patents, copyrights, trademarks, service marks, trade names and trademark, service mark and trade name applications. No litigation is pending or has been threatened against Company for the infringement of any patent, trademark, service mark, copyright, or trade name of any other party or for the misuse or misappropriation of any trade secret or know-how owned by any other party. The conduct of any business conducted by Company does not infringe upon any patent, trademark, service mark, copyright, trade name, trade secret or other legally enforceable proprietary right of any other party.

7. No officer of the Company, Board member, owner of an equity interest in the Company or member of the management team in the last five years has been charged with, indicted for or convicted of a felony.

8. During the last five years, there has been no litigation between or among: (a) the Company, (b) any officer, member of the management team, or Board member of the Company, or (c) investor in or lender to the Company.

9. In the last four years, no Board member, principal officer, or member of the management team of the Company has resigned for reasons relating to disagreement of policy, the Company's mission or the execution of the Company's mission.

10. The Company has not violated any federal or state securities laws, rules or regulations in connection with the issuance, sale, purchase or transfer of any equity or debt interest in the Company or any securities of the Company.

11. The Company is not insolvent and has never been adjudicated bankrupt or insolvent.

12. There are no actions, suits, controversies, proceedings, or adverse claims by or against the Company, or, to the Company's knowledge, investigations pending or threatened by or against the Company, at law or in equity, or before any arbitrator before, any federal, state, county, municipal court or other governmental department, commission, board, agency or instrumentality. The Company is not operating under, subject to or in default in respect of any order, writ, injunction or decree of any federal, state, county or municipal court or other governmental department, commission, board, agency, bureau or instrumentality.

13. Pursuant to paragraph 4 of "The Firm's Expectations Of Its Clients" on the Firm's website, subject to scheduling, the senior member of the management team is prepared to meet on a quarterly basis at a time convenient to the schedule of the Company with one of the professionals in the Firm in connection with the Company, the issues and challenges facing the Company, the issues on which the Firm is advising the Company and the Commitment from the Firm's EDJCI. As the Firm may feel helpful, other members of the Company's management team will be available to meet with one of you.

14. Subject to scheduling, the majority owner of the Company, if not the senior member of the management team, is prepared to meet no less often than every three or four months, at a time convenient to the schedule of the majority owner, with one of the professionals in the Firm in connection with the Company, the issues and challenges facing the Company, the issues on which the Firm is advising the Company and the Commitment from the Firm's EDJCI.

15. Subject to scheduling and prior notice, to assist the Firm in its service and advice to the Company, a representative of the Firm can attend Board meetings of the Company and from time to time, meet with certain members of the Board in connection with various issues on which the Firm may be advising the Company.

16. The Company will promptly inform its Board, if the Company has one at this time, of the contents of and/or received copies of: (a) the discussions between the Firm and the Company; (b) the terms of the Commitment from the Firm's EDJCI; (c) the background materials on the Firm and its professionals that are available on the Firm's website; (d) the "Frequently Asked Questions" ("FAQ") for the Company dated _____, which you have forwarded to the Company, with particular attention to the sections titled, "What Are The Firm's Expectations Of The Company," "What Kinds Of Legal Matters Are Frequently

Included Within The Commitment,” and “What Kinds Of Legal Matters Have Been “Project” Work In The Past,” and (e) this Comfort Letter.

17. To facilitate the Company’s understanding and appreciation of the issues and matters that require the Firm’s assistance, the communication between the Firm and various members of the Board and the Board’s appreciation of the professional resources that the Company will need at the end of the Commitment from the Firm’s EDJCI, the Firm’s quarterly invoices, appropriately redacted, will be shared on a confidential basis with all the members of the Board.

18. The Company represents that it does not have regular legal counsel and that any professional services included in the Commitment that the Company is presently receiving or has access to is strictly on a volunteer basis. The Company acknowledges that a material inducement for the Firm to extend a EDJCI Commitment to the Company is that but for the Commitment, the Company would not have reliable access to the professional services the Commitment includes.

19. The Company has reviewed and is familiar with the terms of the Commitment from the Firm’s EDJCI and any information included in the FAQ and understands the scope and the limitations on the Commitment.

Sincerely,



By: _____

Its: _____

