

Exhibit A



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December 1, 2009

Mr. William Koeppel
150 Bradley, Apt 408
Palm Beach, FL 33480

Whitehouse Estates
c/o Duell Management LLC
5 East 57th Street, 10th floor
New York, NY 10022
Attn Maria Pennelino

ATTORNEY-CLIENT PRIVILEGED

Re Engagement and Conflict Waiver Letter for Legal Services

Dear Bill,

1. Introduction and Scope of Engagement. Thank you for selecting DLA Piper LLP (US) (the "Firm") to represent you. This will confirm that Whitehouse Estates and you have retained our firm to assist Walter Jennings, Esq. with his representation of you in litigation with Craig Avedisian. Specifically, we have been asked to assist with the preparation of your motion for summary judgment.

If the scope of our engagement changes, the terms set out in this letter agreement will apply unless we enter into a subsequent letter agreement. Otherwise, the Firm will proceed in reliance upon the description and terms set forth in this letter. Our engagement may be terminated by either of us upon notice to the other, subject to applicable Rules of Professional Conduct. We look forward to a harmonious and mutually satisfying relationship. I will serve as your principal contact. My office direct dial number is 212-335-4705. You should never hesitate to contact me, if and when, any question arises. In order to avoid any misunderstandings, it is our Firm's standard policy to set out the terms of our engagement at the outset. Also enclosed is our "Statement of Client Rights." Please review the "Statement of Client Rights" along with this Engagement Letter before you sign and return the Engagement Letter.

2. Progress and Reporting. We will communicate information and advice to you on all significant issues. You should, of course, feel free to communicate with us on any issue or matter that you feel deserves attention and we will endeavor to respond promptly. In order for us to assist you effectively and efficiently, we expect that you will provide us with the factual information you have which relates to the subject matter of our engagement, and that you will make any appropriate business or technical decisions. In addition, we encourage you to share with us at all times your expectations and any concerns regarding our services at any time during the course of our representation. We believe that you



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should be actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication between us. We will keep you informed of developments regarding your matters and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

3. Fees and Costs. This will confirm that we have been provided with estimates from Mr. Jennings and you of the time expected from our associate and me, which are roughly 95 hours from the associate and 55 hours from me. The associate will be charged at \$375/hour. My rate will be reduced from \$795 to \$740/hour. The total estimate for this work approximates \$85,000. If this estimate proves to be inaccurate, we will discuss it with you and the conditions under which we may continue.

Pursuant to Rules of the Appellate Division of the Supreme Court of the State of New York, we are required to notify you that, where applicable, any dispute regarding fees is subject to arbitration under Part 137 of the Rules of the Chief Administrator.

4. Retainer. Whitehouse and you have agreed to deliver as a retainer a check payable to our firm for \$8,000, and to make payments of \$8,000 each month until the actual amount incurred is paid in full.

5. Advance Waiver of Unrelated Conflicts of Interest. DLA Piper LLP (US) is a large law firm with offices in various locations throughout the United States, and with related practice entities located in Europe, Asia, Africa and Australia. We may currently or in the future represent one or more other clients in unrelated matters or transactions in which your interests may be adverse to those other clients. This will confirm that you waive all such conflicts of interest, and consent to the Firm's current and future representation of such other clients in any of such matters without the need for any further notice or consent from you even though your interests are adverse, provided that such matters are not the same, or substantially related to, a matter in which we represent you.

If you have any questions about any aspect of our arrangements or our invoices from time to time, feel entirely free to discuss those questions with me

If the scope of the services we are to render to you and the terms of the engagement are satisfactory, please confirm your agreement by executing the consent form below and returning one copy to me.

Once again, thank you for this opportunity. We will endeavor to provide prompt and responsive legal services at all times.



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Very truly yours,

DLA Piper LLP (US)

Christopher P. ("Kip") Hall
Partner



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I have read the above engagement and conflict waiver letter and agree and accept the terms and conditions set forth therein.

APPROVED AND ACCEPTED

WILLIAM KOEPPEL

By 
Date 12/3/09

WHITEHOUSE ESTATES

By  Conf. Sec.
Date 12/03/09

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STATEMENT OF CLIENT'S RIGHTS

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.



9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.

10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.