TRANSFORMATIVE

ENGAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 24th day of June, 2007 by and between Transformative Capital, Inc., (hereinafter referred to as "Transformative") and [redacted], jointly and severally, (hereinafter referred to as "Company"). Transformative and Company are sometimes referred to individually as "Party" and collectively as "Parties".

Recitals

***Whereas*,** Company desire to retain the services of Transformative Capital to provide strategic advisory services and oversight in helping Company develop its business plan, private offering memorandum and subscription agreement; and

Whereas, Company and Transformative desire to enter into an agreement for such services on the terms and conditions described herein.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Company and Transformative agree as follows:

ARTICLE I
Services of Transformative

Article 1.1. Services by Transformative. Company hereby retains Transformative to act as a strategic advisor to Company and to provide such services as are more fully described on Schedule 1 attached hereto.

ARTICLE II
Fees Payable to Transformative

Article 2.1 Monthly Retainer. In consideration for rendering the Strategic Advisory Services, Company shall pay Transformative the rate of $400 an hour and shall provide an retainer of $1,000 upon execution of this Agreement. Once the retainer is used, the retainer shall be replenished in advance of new services being rendered. In the event that Transformative exceeds the hours covered by the retainer, it shall in no manner be deemed a waiver of compensation for the hours expended. A minimum charge of 2/10ths of one hour will be charged for phone calls and/or letters material to the case. All fees are payable upon receipt of statements. Fees remaining unpaid beyond 30 days from the date of billing will be subject to a service charge of 18 percent per annum or the maximum rate allowed by law, whichever is less.

ARTICLE III
Term and Termination

Article 3.1 Term and Termination. This Agreement is terminable at will by either party.

ARTICLE IV
Noncircumvention

Article 4.1. Noncircumvention. Company, its subsidiaries, officers, employees, agents and/or representatives shall not, without prior written consent of Transformative, which consent shall not be unreasonably withheld, circumvent Transformative or solicit, or engage in business with officer, employees and agents of Transformative, with whom Company had no prior relationship prior to said introduction by Transformative. In the event of a breach of this provision, Company shall pay Transformative twenty-five (25%) of any consideration paid or received by and between Company and such parties.

ARTICLE V
General Provisions

Article 5.1 Venue. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of California, without regard to conflicts of law rules.

Article 5.2 Arbitration. Any disputes arising under this Agreement shall be submitted to arbitration before a single arbitrator in accordance with such rules as the Parties jointly agree, to be conducted in Los Angeles, County, California. If the Parties are unable to agree on arbitration procedures, arbitration shall be conducted in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction. The prevailing Party shall be entitled to reasonable attorney's fees.

Article 5.2 Notices. All notices, requests, demands, and other communications required or that may be given hereunder shall be in writing and shall be deemed to have been duly given when received, if delivered in person, or sent by certified mail, postage prepaid, return receipt requested or sent by nationally recognized overnight courier service, and addressed to the last known address of the parties hereto.

Article 5.3 Counterparts. This Agreement may be executed in one or more counterparts, which taken together shall constitute one instrument. Each party has cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

Article 5.4 Relationship of the Parties. Nothing contained herein shall be construed to create an employer-Employees, partnership or joint venture relationship between the Parties, it being understood that Transformative, while acting under the terms of this Agreement, is an independent contractor. It is further specifically understood that even though officers, employees and agents of Transformative may be lawyers or accountants and may have legal and/or accounting experience, no legal, tax or accounting services are being rendered by Transformative nor contracted for by Company hereunder. Transformative and Company agree that: (i) Transformative is not a “broker” or a “dealer” as defined under any applicable federal and/or state securities laws; and (ii) Transformative shall not engage in any acts for which he is required to be a broker/dealer. Transformative makes no representations, warranties or guaranties of any specific results or success regarding the services provided herein.

Article 5.5 Indemnification. Company agrees to defend, indemnify and hold Transformative harmless from any and all claims, liabilities, debts, actions, judgments and/or settlements, including reasonable attorneys’ fees, which may arise as a result of Company's business, securities offerings and dealings, or from a breach of its obligations, representations and warranties as set forth in this Agreement. Transformative agrees to defend, indemnify and hold Company harmless from any and all claims, liabilities, debts, actions, judgments and/or

settlements, including reasonable attorneys' fees, which may result from its breach of obligations, representations and warranties under this Agreement.

Article 5.6 Right to Conduct Activities. The Company hereby acknowledges that Transformative may invest in, own, operate and provide services for numerous companies, some of which may be competitive with the Company's business. Transformative shall not be liable to the Company for any claim arising out of, or based upon activity by Transformative in any entity competitive to the Company. The foregoing shall be subject to the Transformative's confidentiality and fiduciary duties to the Company.

Article 5.7 Deliverables. All services hereunder are to be rendered on a best efforts basis and there is no guarantee, representation or warranty of any specific results or success. Any time estimates provided by Transformative in connection with deliverables, if any, are only estimates and not guarantees. The completion of all deliverables is a cooperative effort and any delay or failure to cooperate on the part of Company may extend the date of deliverables or prevent time sensitive deliverables from being completed. Transformative shall be held harmless and released of any obligations for any delay in the completion of deliverables caused by Company.

Article 5.8 Waiver. A waiver of rights by either Party for a breach or default by the other Party hereunder shall be in writing, executed by an authorized officer and shall not operate as a waiver of rights for any future breach or default, whether of a like or different character. No delay, short of the statutory period of limitation, in asserting or enforcing any right hereunder shall be deemed a waiver or limitation of such right.

Article 5.9 Limitation of Liability. THE PARTIES MAKE NO WARRANTIES WITH RESPECT TO THEIR RESPECTIVE PRODUCTS AND SERVICES AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THEIR SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR OTHER INDIRECT DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. THE LIMITATIONS SET FORTH HEREIN APPLY EVEN IF THE POTENTIALLY LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

Article 5.10 Change Orders. The deliverables, if any, set forth in this Agreement represent the entire obligation of Transformative. In the event that Company desires additional deliverables or changes the deliverables, such change may result in additional charges to be negotiated by the Parties.

Article 5.11 Work Product and Relationships. Transformative retains and reserves all rights to use and reuse its work product provided and relationships introduced to Company by Transformative during the term of this Agreement and after termination. Upon payment in full to Transformative, Company shall have all rights to use the work product provided by Transformative and contacts introduced by Transformative for the benefit of Company. Transformative's work product shall not include confidential information of Company or paid proprietary third party research provided by Company.

Article 5.12 Authority. The undersigned represent and warrant that they have full, complete and legal authority to enter into this Agreement and bind their respective entities to this Agreement.

Article 5.13 Severability. If any term or other provision of this Agreement shall be declared to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party to this Agreement. Upon any binding determination that any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties to this Agreement as closely as possible in an acceptable and legally enforceable manner, to the and that the transactions contemplated hereby may be effected to the full extent possible.

Article 5.14 Entire Agreement. This Agreement, including any Schedules, Exhibits and documents referred to in this Agreement or attached hereto, constitutes the entire understanding of Parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may only be amended by a writing signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the parties have executed this instrument as of the dates set forth below:

Transformative Capital, Inc.	Company:
_____	_____
Mark Chasan, CEO	[redacted]

Schedule 1

Services to be provided by Transformative to the Company

A. It is understood and agreed that deliverables, if any, set forth in this Agreement and any time and dates for completion of deliverables are estimates and are dependant upon the cooperation of Company, its officers, staff and third parties and are subject to extension caused by delays of such parties, or force majeure, without liability or penalty to Transformative.

B. The deliverables, if any, set forth in this Agreement represent the entire obligation of Transformative.

C. Transformative is specifically not being retained to offer legal or tax advice, act as a broker-dealer, negotiate investment transactions on behalf of Company, engage in original market analysis, segmentation studies, or competitive research, engage in segmentation studies, provide graphics arts, professional layout, printing or engage in technology development or programming. The cost of any such items and other items not specifically mentioned in the deliverables shall be borne exclusively by Company. Company shall be responsible for providing and paying for all market research, competitive analysis and other reasonably requested information mutually agreed by the Parties in order for Transformative to complete the deliverables

D. Transformative agrees to cooperate and collaborate with Company, it officers and legal and accounting professionals regarding the following:

Strategic Advisory Services

Provide advice, recommendations and oversight to Company regarding the development of its business plan financial projections, private offering memorandum and subscription agreement. It is understood and agreed that Transformative is not being retained to deliver the materials stated in completed form, but merely to review and advise thereon.