

THE LEVINE LAW GROUP

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July 21, 2008

A. KENNETH LEVINE
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Michael Sellers, President
TMI Solutions
210 Cason Wood Way
Roswell, GA 30076

Re: **Engagement Letter**

Dear Mr. Sellers:

Thank you for retaining The Levine Law Group's ("LLG" or the "Firm") to represent TMI Solutions or other company designated by you (the "Company" or "TMI"), with regard to the formation and licensure/registration of TMI as a service contract provider where required and as directed by you. We also take this opportunity to describe the terms of this engagement and the fees and costs therefor. We will provide additional counsel to the Company with regard to other matters only as expressly directed by you and to which we agree.

The billing rates for our Firm's attorneys are based upon our regular hourly billing rates in effect at the time our services are rendered. My time on this matter will be billed at an hourly rate of \$300 and Sheri Levine's hourly rate will be \$200. Other attorneys and professionals in the Firm may occasionally devote time to this matter and their time will be billed at the standard hourly rate for those attorneys and professionals, not to exceed the lesser of the afore-mentioned rates. Our hourly rates may be adjusted upward at a subsequent date if the Company agrees to such adjustment; and, if so, the higher rates will apply to the services rendered from the time the new rates go into effect. Where appropriate we will attempt to use lawyers or professionals with lower hourly rates to reduce the Company's overall legal expense.

We will also bill the Company for certain expenses relating to this engagement such as photocopying, postage and courier services. The amounts charged to the Company for these routine expenses will appear in the Company's billing statement which we will send to your attention via electronic and/or U.S. Mail on a monthly basis.

We also enclose herewith a copy of LLG's Policy Statement and Billing Practices ("Policy Statement"). This Policy Statement contains important information about the Firm's representation of the Company and our billing procedures relating to fees and costs. This Policy Statement is an integral part of our agreement to represent the Company and, by signing below, the Company agrees that it has read and agrees with the terms of this Policy Statement.

If we request that the Company pay advance retainer funds to secure our fees, the Company agrees to transmit such funds to our Firm in a prompt manner. The Company further agrees that we may deposit such funds in our general operating account and that these funds need not be held in our trust account. We respectfully request that the Company pay advance retainer funds in the amount of \$2,000 at this time. At the conclusion of our engagement, we will refund to you that portion of any retainer funds which remain after payment of our final bill.

Lastly, the Company is always free to discontinue the use of our services and LLG may also withdraw from its representation of the Company at any time. We will advise you in writing if we elect to withdraw from this engagement and request that you advise us in writing if the Company wishes to discontinue its engagement of our Firm. The decision of either of us to terminate LLG's representation of the Company will not affect the Company's responsibility to pay for services rendered prior to the date of termination.

If the terms of our representation as outlined above and as stated in the Policy Statement are acceptable to the Company, then we ask that you countersign this engagement letter below and return it to us at your earliest convenience by facsimile at **(850) 841-7778** or by electronic mail at klevine@levinelawgroup.net, and by regular mail. If we do not receive back a copy bearing all original signatures, the copy sent by facsimile or electronic mail will be deemed an original and considered valid, binding and in full force and effect for all purposes. Please retain a copy of this letter and the Policy Statement for your file. If you have any questions or wish to discuss this arrangement or any other aspect of our representation in the meantime, please do not hesitate to contact us. Our contact information is indicated at the top of this letter. We look forward to working with you.

Very truly yours,



A. Kenneth Levine, for the Firm

Agreed to and accepted this _____ day of July, 2008.

TMI Solutions, as defined above

By: _____
Michael Sellers