

TLG LAW GROUP LLC

COUNSELORS AT LAW

www.tlglawgroup.com

JASON C. GISH

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August 8, 2006

PERSONAL AND CONFIDENTIAL

Mike Champion
51 Crawford Street
Watertown, MA 02472

Gary Elliott
98 Mountain Gate Road
Ashland, MA 01721

Re: Engagement Letter

Dear Mike and Gary:

We are pleased that you want to retain TLG Law Group LLC (the "Firm") in connection with the formation of a new entity (possibly named Tourbus, Inc.) ("you" or the "Company") and look forward to the opportunity to serve you. Although we do not wish to be overly formal in our relationship with you, we would like to confirm a clear mutual understanding of the services that you have asked us to perform and the terms that will guide our engagement as your legal counsel.

Effective upon your signing and returning this engagement letter to me, you have retained the Firm to represent you in connection with advising on the formation of the Company and representation of the Company in such other matters as we jointly determine from time to time (the "Matter"). You have not retained the Firm to represent you in anything other than the Matter. Our representation extends only to you and does not extend to any other party.

When the Firm completes the services that you have retained us to perform, we will consider the attorney-client relationship for the Matter to have ended. If later, you retain us to perform further or additional services, we will enter into a new attorney-client relationship at that time that is subject to these terms of engagement, or as supplemented at that time.

The current billable rate of each lawyer in the Firm for the Matter is \$275 per hour. Our legal services will be provided on an hourly fee basis, recorded in one-tenth hour increments. We will generally bill on a monthly basis, unless we determine that the level of activity does not warrant a statement for that month or special circumstances apply. We may also bill upon completion of a matter or completion of a portion of a matter. All bills are due and payable within fifteen (15) days of the date of the bill. We may discontinue service if a bill is not paid by its due date. You will also be responsible for disbursements and other expenses related to the engagement (which may include expenses such as fax, long-distance telephone, courier, photocopy, postage, travel and computerized research expenses). Other expenses may include filing and service fees, recording fees and registration fees. We may require an advance deposit to cover these expenses or require that you pay these fees directly to the governmental office or vendor in question.

We want our clients to be fully satisfied with both the quality and cost of our services. We therefore encourage our clients to discuss with us any questions relating to our services. You should keep the bills that we send you confidential because they likely contain attorney-client privileged information or attorney work product, and disclosure may void the attorney-client privilege or work product protections.

As with any law firm, it is possible that current or future clients may have legal interests or matters adverse to you. We would like to confirm that we may continue to represent or undertake to represent clients who are directly or indirectly adverse to you without obtaining your advance consent, as long as such other representations are not substantially related to the Matter. Of course, at no time would we use or disclose any confidential or proprietary information relating to your representation in connection with our representation of another client without your written consent.

We maintain a public web site and may develop marketing materials that identify some of our clients and publicly disclosed transactions. You agree that we may identify you as a client, and non-confidential information about the matters we have handled for you, on our web site and marketing materials.

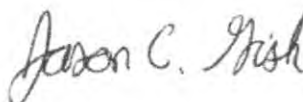
We will provide professional services of a strictly legal nature. In rendering professional services, we will be relying on information provided by you to us, and we expect you to provide full, accurate and timely disclosure of all material facts relating to this engagement. You are not relying on us for business, investment, insurance, tax or accounting decisions.

Please let us know if you have any questions or comments concerning these matters. Otherwise, the foregoing terms will govern our attorney-client relationship.

We appreciate the opportunity to serve you. Please let me know if you have any questions or comments concerning these matters.

Very truly yours,

TLG LAW GROUP LLC

By: 

Jason C. Gish

ACCEPTED AND AGREED:

By: 

Name: Mike Champion

By: 

Name: Gary Elliott