



July 25, 2007

Mr. Dennis Brewer
P.O. Box 180190
Boston, MA 02118

Dear Dennis:

Thank you for making the time to meet with us at our offices. We enjoyed discussing our plans for the future of our firm, and your career. We believe that you have much to offer and will be an excellent addition to our firm. Specifically, your experience in supply chain management consulting qualifies you for this position.

To confirm our employment offer, we would like you to join our professional staff full time in the position of Vice President, at an annual salary of \$140,000, payable semimonthly. Your responsibilities will include marketing and sales of client projects – both independently and as a member of our team, leading projects that you sell, internal administrative tasks such as scheduling and staffing, and working on billable projects. Acceptance of this offer indicates that you understand that you will be working for our company exclusively.

You may participate in the firm's regular major medical plan and group life insurance policy. There is a contribution amount paid per employee depending on the coverage type, while the firm pays the majority of the cost. We also have an excellent 401(K) program administered by Paychex, an employment payroll service.

You will be eligible to earn a 4 percent commission on work that you sell. We use a team selling effort for many of our projects. This means that in addition to your individual sales activities, we will involve you in sales along with others in the firm. If you sell work totally on your own, the commission will be 4 percent of the billable work. If you sell the work in a team effort, then you will earn a percentage of the 4 percent commission based on your participation in the sale. This commission will be paid quarterly on the basis of billable work during that time on projects that you sold or participated in selling.

You will be eligible for up to a 10 percent bonus for overall performance including billings, team building, cooperation, and contribution to profit.

You will qualify for 15 days of vacation during the first 12 months of employment, and 20 days per 12 months following that. We do not automatically earn personal or sick days. Obviously, if you are sick, we expect you to stay home and seek medical attention; this does not come out of your vacation days.

As you know, this position will require travel to client premises, and we will reimburse you for all approved out-of-pocket expenses involved in such travel. Your responsibilities on our staff will include the sale and conduct of client studies and analyses which will require travel.

You have indicated that you have a network of contacts that you believe may yield opportunities for our firm and that you are ready to use them. You have agreed on a sales target for the first 12 months of one million dollars. You are ready to use your marketing skills and experience here. You and I have discussed and agreed that, although there may be opportunities in IT work, our capabilities and focus are in supply chain logistics and operations strategy and improvement projects.

All of our work is strictly confidential. Your acceptance of our offer also indicates your agreement to maintain the confidentiality of techniques used in our practice; the identity of clients and prospects; and the nature of work planned, in progress and completed.

Should you decide to leave the firm, you agree that you will not seek nor accept a position or a role in serving or selling to one of our clients or sales target companies from the prior 12 months, for a period of 18 months following your departure. Should the firm decide to terminate your services, you agree that you will not seek nor accept a position or a role in serving or selling competitive services to one of our clients or sales target companies from the prior 12 months, for a period of 12 months following your departure.

We would like you to start as soon as you are able to conclude your other commitments. We understand that you wish to start on August 15. That will be fine. To confirm your receipt of this letter and acceptance of the offer, please sign a copy of this letter and return them to me in a completely confidential manner to protect confidentiality.

This offer is subject to our confirmation of academic achievement and other reference checks.

We all look forward to your joining us.

Sincerely yours,



William H. Drumm, CMC
President

Accepted: _____
Date: _____

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